

Knight Barry
TITLE GROUP
Integrity. Experience. Innovation.

Knight Barry Title, Inc.
400 Wisconsin Ave
Racine, WI 53403
262-633-2479
Fax:262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)
Completed on:2/6/20 3:36 pm
Last Revised on:2/6/20 3:36 pm
Printed on:2/6/20 3:36 pm

Applicant Information

Migdalia Dominguez
WI Dept of Transportation
141 NW Barstow St
Waukesha, WI 53188

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/16/2019 at 8:00 am

Owner(s) of record:Triple H, LLP, a Wisconsin limited liability partnership

Property address:5801 21st Street, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 1 of Certified Survey Map No. 1986 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 5, 1997 in Volume 6 of Certified Survey Maps, at Page 70, as Document No. 1593585, being part of the Southeast ¼ of the Northwest ¼ and Northeast ¼ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. EXCEPTING THEREFROM the following described portion: Begin at the Northwest corner of said Lot 1; run thence North 88° 27' 33" East 17.70 feet; thence South 01° 32' 27" East 213.00 feet; thence South 45° 48' 16" East 41.20 feet; thence South 18° 07' 00" West 18.58 feet; thence South 88° 27' 33" West 10.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 30.00 feet and whose chord bears North 46° 32' 27" West 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence North 01° 32' 27" West 230.00 feet to the South right-of-way line of 21st Street and the point of beginning. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No: 23876044

Mortgages / Leases / Land Contracts / UCC

Rights of lessees under unrecorded leases, if any.

Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement from Triple H, LLP, a Wisconsin limited liability partnership to JPMorgan Chase Bank, N.A., in the amount of \$716,830.00 dated March 20, 2014 and recorded March 21, 2014, as Document No. 2377304.

Mortgage from Triple H, LLP, a Wisconsin limited liability partnership to JPMorgan Chase Bank, N.A. in the amount of \$470,000.00 dated May 26, 2016 and recorded February 22, 2017 as Document No. 2458219.

Mortgage from Triple H, LLP, a Wisconsin limited liability partnership to JPMorgan Chase Bank, N.A. in the amount of \$470,000.00 dated May 23, 2017 and recorded June 19, 2017 as Document No. 2467530.

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Easements, restrictions and other matters shown on Certified Survey Map 1986 recorded September 5, 1997 as Document No. 1593585.

An Ordinance and other matters contained in the instrument recorded October 27, 1987 in Volume 1889, Page 143 as Document No. 1243013.





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Award of Damages and other matters contained in the instrument recorded November 4, 1971 in Volume 1110, Page 334 as Document No. 891777.

Wisconsin Natural Gas Company Easement and other matters contained in the instrument recorded August 22, 1969 in Volume 1028, Page 69 as Document No. 858012.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded August 23, 1977 in Volume 1397, Page 123 as Document No. 1008628.

Land Use Agreement and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 539 as Document No. 1247144.

Declaration of Easements and Restrictions and other matters contained in the instrument recorded September 7, 1988 in Volume 1929, Page 653 as Document No. 1265306. Along with Addendum recorded April 19, 1990, in Volume 2010, Page 126, as Document No. 1308183. Also along with Amendment recorded June 28, 1991, in Volume 2077, Page 748, as Document No. 1343367. Also Along with First Amendment recorded February 2, 2000, in Volume 3001, Page 100, as Document No. 1716543.

Consent Agreement and other matters contained in the instrument recorded February 2, 2000 in Volume 3001, Page 91 as Document No. 1716541.

Waiver and other matters contained in the instrument recorded February 2, 2000 in Volume 3001, Page 96 as Document No. 1716542.

Reciprocal Easement and Operating Agreement and other matters contained in the instrument recorded July 2, 1991 in Volume 2078, Page 789 as Document No. 1343832. Along with First Amendment recorded October 19, 1992, in Volume 2194, Page 169, as Document No. 1393873.

Distribution Easement Underground Joint and other matters contained in the instrument recorded May 17, 2000 in Volume 3031, Page 456 as Document No. 1728050.

Judgments / Liens

None

General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of \$38,034.85, and all prior years are paid.

Other Matters

None

Footnotes

The instrument(s) shown above as Document No(s). 2377304 encumbers additional land not included in this Report.

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.





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Copies of All Deeds, and Documents listed on report are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Racine County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, Knight Barry Title United LLC, and Knight Barry Title Solutions Inc.) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.

Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).



1079345

Search powered by



Report-/Print engine
List & Label @ Version 19:
Copyright combit@ GmbH
1991-2013



City of Racine Web Portal - Property Summary

Property: 23876044

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼ ⚡	Real Estate	23876044	276 - CITY OF RACINE	5801 TWENTYFIRST ST	TRIPLE H LIMITED LI P 722 S SYLVANIA AVE STURTEVANT WI 53177
Tax Year Legend: ⚡ = owes prior year taxes ☒ = not assessed ⚡ = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	23876044
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
☒	5801 TWENTYFIRST ST RACINE 53405

Owners

Name	Status	Ownership Type	Interest
TRIPLE H LIMITED LI P	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

W 1/2 SECTION 24-3-22 LOT 1 CSM NO 1986 DESC VOL 6 CSM PGS 70-71, S OF TWENTYFIRST ST + E OF S GREEN BAY RD 1.824 AC MOL

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	

4620

UNIFIED SCHOOL

REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 1322400

Assessment Ratio: 0.9830

Legal Acres: 0.000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	667400	632600	1300000
ALL CLASSES	0.000	667400	632600	1300000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	667400	632600	1300000
ALL CLASSES	0.000	667400	632600	1300000

Taxes

Tax Summary

Bill #: 26191	Net Mill Rate: 0.029166790
---------------	----------------------------

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2019	9649.72
3/31/2019	9461.71
5/31/2019	9461.71
7/31/2019	9461.71

Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	1/11/2019	T	9649.72	93653	HAMAN ASSOC INC #12807
Posted	3/12/2019	T	9461.71	103351	HAMAN ASSOC., INC #12900
Posted	5/23/2019	T	9461.71	111348	HUMAN ASSOC INC DBA CULVERS II OF RACINE CK 12996
Posted	7/26/2019	T	9461.71	117589	HAMAN ASSOCI INC, CK 13064

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	40290.09	-	-
School Credit	2373.25	-	-

Description	Amount	Paid	Due
 Total	37916.84	-	-
GATEWAY TECHINICAL COLLEGE	1063.92		
LOCAL	21497.51		
RACINE COUNTY	4503.22		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	10852.19		
First Dollar Credit	69.99	-	-
Lottery Credit	0.00	-	-
Net Tax	37846.85	37846.85	0.00
Special Assessments	0.00	0.00	0.00
 Special Charges	188.00	188.00	0.00
Fire Inspection	125.00		
SANITARY SEWER MAINTENANCE	63.00		
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	38034.85	38034.85	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	38034.85	0.00	0.00	38034.85	7/26/2019	0.00	Paid
2017	40724.36	974.38	487.19	42185.93	7/27/2018	0.00	Paid
2016	41610.60	0.00	0.00	41610.60	7/21/2017	0.00	Paid
2015	41966.95	0.00	0.00	41966.95	7/25/2016	0.00	Paid
2014	39960.29	0.00	0.00	39960.29	7/24/2015	0.00	Paid
2013	39789.22	0.00	0.00	39789.22	7/21/2014	0.00	Paid
TOTAL	242086.27	974.38	487.19	243547.84	-	0.00	-

* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found

AFFIDAVIT OF
CORRECTION

Document Number

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 MAY -3 PM 3:36

MARK A. LADD
REGISTER OF DEEDS

3027 309-313

AFFIANT, Knight Barry Title, Inc

hereby swears or affirms that a certain document which was titled as follows:
Special Warranty Deed (type of document), recorded
 on the 2nd day of February, 2000 (year) in
 Volume / Reel 3001 Page / Image 87
 as Document Number 1716540 which was recorded
 in Racine County, State of Wisconsin, contained the
 following error (if more space is needed, please attach addendum):
Incorrect Legal Description

Recording Area

Name and Return Address

Attorney James DuRocher
827 Main Street
Racine, WI 53403 KBT

AFFIANT makes this Affidavit for the purpose of correcting the above document
 as follows (if more space is needed, please attach addendum):

23876-44

Parcel Identification Number (PIN)

Lot 1 of Certified Survey Map No. 1986, being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, as recorded in the office of the Register of Deeds for Racine County, on September 5, 1997 in Volume 6 of Certified Survey Maps, at Page 70, as Document No. 1593585. EXCEPTING THEREFROM the following described portion: Begin at the Northwest corner of said Lot 1; run thence N 88° 27' 33" East 17.70 feet; thence South 01° 32' 27" East 213.00 feet; thence South 45° 48' 16" East 41.20 feet; thence South 18° 07' 00" West 18.58 feet; thence South 88° 27' 33" West 10.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 30.00 feet and whose chord bears North 46° 32' 27" West 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence North 01° 32' 27" West 230.00 feet to the South right-of-way line of 21st Street and the point of beginning. Said land being in the City of Racine, County of Racine, State of Wisconsin.

A copy of the original document (in part or whole) ☒ is ☐ is not attached to this Affidavit (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

Dated: May 2, 2000Signed: Ann E. Wise* Ann E. Wise

State of Wisconsin)

) ss.

County of Racine)

Subscribed and sworn to before me this
2 day of May, 2000

* Richard Rombak

Notary Public, State of Wisconsin

My commission (expires 2003)

AFFIANT is the (check one):

- ☐ Drafter of the document being corrected.
☐ Owner of the property described in the document being corrected.
☒ Other (explain: Title Examiner)

THIS INSTRUMENT WAS DRAFTED BY:

Ann E. Wise

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

* Names of persons signing in any capacity must be typed or printed below their signature.

Information Professionals Co., Fond du Lac, WI
800-655-2021

1716540

3027 310



Chicago Title Insurance Company
SPECIAL WARRANTY DEED
 (Corporation to Individual)

Return: Atty James DeLocher
 827 Main St.
 Racine, WI 53403

REGISTER'S OFFICE
 RACINE COUNTY, WI

RECORDED

2000 FEB -2 PM 4:41

MARK A. LADD
 REGISTER OF DEEDS

3081
 087-090

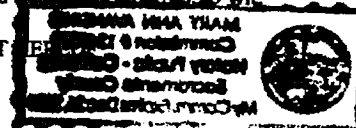
16'

THIS INDENTURE, made this 25th day of January, 2000, between California State Teachers' Retirement System, a retirement system created and existing pursuant to the laws of the State of California and duly authorized to transact business in the State of Wisconsin, party of the first part, and Triple H, LLP, a Wisconsin limited liability partnership.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said party of the first part, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, all the following described land, situated in the County of Racine and State of Wisconsin, known and described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS IS NOT HOMESTEAD PROPERTY



SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

WI REAL ESTATE
 TRANSFER FEE

Tax Key No: 23876-44

Address of Real Estate: 5801 21st Street, Racine, Wisconsin

\$ 1125.00

TO HAVE AND TO HOLD the hereinabove described premises, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs and assigns in fee simple forever.

And the said party of the first part, for itself and its successors, does covenant with said party of the second part that the title and quiet possession to the hereinabove describe premises it WILL WARRANT AND DEFEND against the lawful claims of all persons claiming by, through or under said party of the first part, but not further or otherwise.

R545 20

In Witness Whereof, said party of the first part has caused its seal to be hereunto affixed, and has caused its name to be signed to these presents by its CIO, and attested by its Secretary, the day and year first above written.

California State Teachers' Retirement System, a retirement system created pursuant to the laws of the State of California

By Patrick Mitchell
PATRICK MITCHELL
Chief Investment Officer

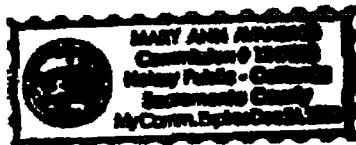
Attest Beatriz Mayorga

STATE OF California, COUNTY OF Sacramento ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Patrick Mitchell personally known to me to be the CIO of the California State Teachers' Retirement System personally known to me to be the _____ of said entity, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such Patrick Mitchell and _____ they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said entity, as their free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

VUL 3001
PAGE 088

Given under my hand and official seal, this 20th day of January 2000



Mary Ann Rogers (Notary Public)

Prepared By: Robert K. Hookman, Esquire
311 S. Wacker Drive, Suite 5125
Chicago, Illinois 60606-6622

Mail To:
James H. DuRocher, Esquire
827 Main Street
Racine, WI 53401

Name & Address of Taxpayer:

EXHIBIT A

Legal Description

LOT 1 OF CERTIFIED SURVEY MAP NO. 1986, BEING A PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, ON SEPTEMBER 5, 1997 IN VOLUME 6 OF CERTIFIED SURVEY MAPS, AT PAGE 70, AS DOCUMENT NO. 1593585. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1; RUN THENCE N 88° 27' 33" EAST 17.70 FEET; THENCE SOUTH 01° 32' 27" EAST 213.00 FEET; THENCE SOUTH 45° 48' 16" EAST 41.20 FEET, THENCE SOUTH 18° 07' 00" WEST 18.58 FEET; THENCE SOUTH 88° 27' 33" WEST 10.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 46° 32' 27" WEST 42.43 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 01° 32' 27" WEST 230.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 21ST STREET AND THE POINT OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

VOL 3027
PAGE 312

EXHIBIT B

Attachment

SUBJECT TO the following:

- (a) All liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record;
- (b) All matters which a correct survey of the Property would disclose;
- (c) All matters which could be ascertained by a physical inspection of the Property;
- (d) Interests of parties in possession;
- (e) A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and
- (f) Building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property.

3027 313

DOCUMENT #

1716540



Chicago Title Insurance Company

SPECIAL WARRANTY DEED

(Corporation to Individual)

Return: Atty James DeLocher
827 Main St.
Racine, WI 53403

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 FEB -2 PM 4:41

MARK A. LADD
REGISTER OF DEEDS

VOL PAGE
3001 087-090

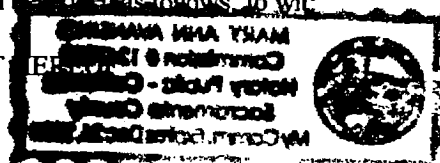
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And the said party of the first part, for itself and its successors, does covenant with said party of the second part that the title and quite possession to the hereinabove describe premises it **WILL WARRANT AND DEFEND** against the lawful claims of all persons claiming by, through or under said party of the first part, but not further or otherwise.

R54520

In Witness Whereof, said party of the first part has caused its seal to be hereunto affixed, and has caused its name to be signed to these presents by its CIO, and attested by its Secretary, the day and year first above written.

California State Teachers' Retirement System, a retirement system created pursuant to the laws of the State of California

By Patrick Mitchell
PATRICK MITCHELL
Chief Investment Officer

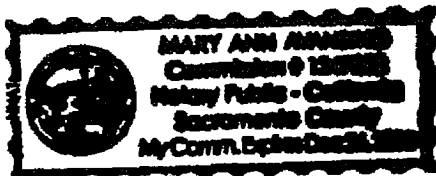
Attest Beatriz Mayorga

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VOL 3001
PAGE 088

Given under my hand and official seal, this 20th day of January 2000



Mary Ann Rimmer (Notary Public)

Prepared By: Robert K. Brookman, Esquire
311 S. Wacker Drive, Suite 5125
Chicago, Illinois 60606-6622

Mail To:
James H. DuRocher, Esquire
827 Main Street
Racine, WI 53401

Name & Address of Taxpayer:

EXHIBIT A

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 - (c) All matters which could be ascertained by a physical inspection of the Property;
 - (d) Interests of parties in possession;
 - (e) A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and
 - (f) Building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property.
-

DOCUMENT #
1593585

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED _____

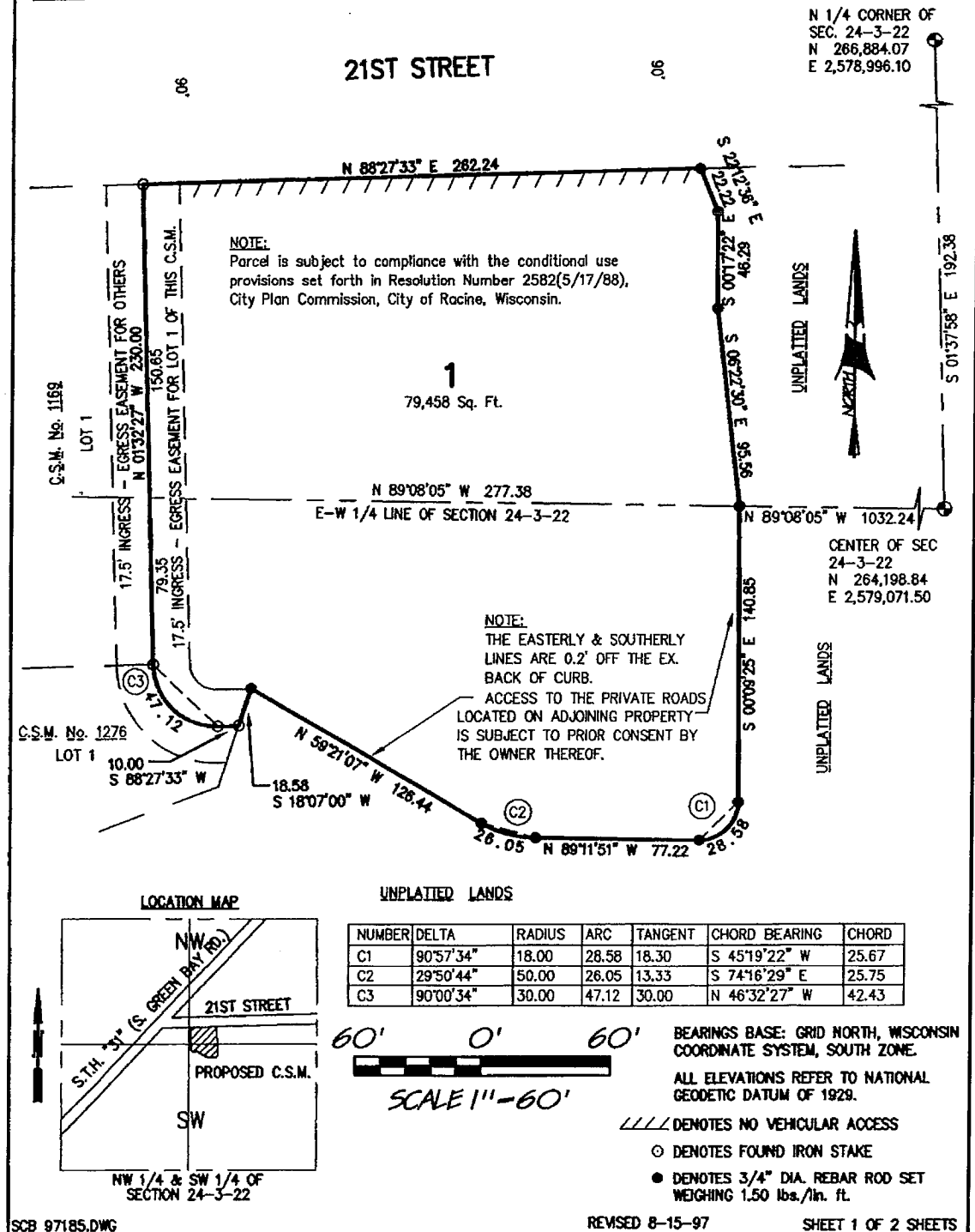
97 SEP -5. PM 4: 27

V-6 P-70

MARK A. LADD
REGISTER OF DEEDS

CERTIFIED SURVEY MAP NO. 1986

PART OF THE SE 1/4 OF THE NW 1/4 AND NE 1/4 OF THE SW 1/4
OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF
RACINE, RACINE COUNTY, WISCONSIN.



V-6 P-71
CERTIFIED SURVEY MAP NO. 1986

PART OF THE SE 1/4 OF THE NW 1/4 AND NE 1/4 OF THE SW 1/4
OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF
RACINE, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JAMES E. ROBINSON, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as That part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N89°08'05"W 1032.24 feet from the center of said Section; run thence S00°09'25"E 140.85 feet to the point of curvature of a curve of Southeasterly convexity whose radius is 18.00 feet and whose chord bears S45°19'22"W 25.67 feet; thence Southwesterly 28.58 feet along the arc of said curve; thence N89°11'51"W 77.22 feet to the point of curvature of a curve of Southerly convexity, whose radius is 50.00 feet and whose chord bears N74°16'29"W 25.75 feet; thence Northwesterly 26.05 feet along the arc of said curve; thence N59°21'07"W 126.44 feet; thence S18°07'00"W 18.58 feet; thence S88°27'33"W 10.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 30.00 feet and whose chord bears N46°32'27"W 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence N01°32'27"W 230.00 feet to the South right-of-way line of 21st Street; thence N88°27'33"E 262.24 feet along said South line; thence S22°12'36"E 22.22 feet; thence S00°17'22"E 46.29 feet; thence S06°22'30"E 95.56 feet to the point of beginning. Containing 1.83 acres/79,458 square feet. THAT I have complied with Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the City of Racine. That this map was prepared at the direction of California State Teachers' Retirement System, C/O Equitable Real Estate Investment Management, Inc.

July 2, 1997
REVISED 8/15/97


James E. Robinson, R.L.S.
Nielsen Madsen & Barber, S.C.
1339 Washington Avenue
Racine, WI 53403
(414) 634-5588



OWNER:
California State Teachers'
Retirement System
C/O Equitable Real Estate
Investment Management, Inc.
455 N. City-front Plaza Drive
Suite 3200
Chicago, IL 60611

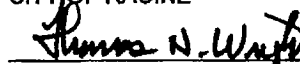
Pt of # 23876-017

23876-044

CITY CERTIFICATE

APPROVED as a Certified Survey Map this 3RD day of SEPTEMBER, 1997.

CITY OF RACINE


Thomas N. Wright
Director of City Development

1243013

AN ORDINANCE

Register's Office
Racine County, Wis. } SS
Received for Record *Q ph* day of *pd*
October A.D. 19*87* at *3:36*
o'clock *P.* M. and recorded in Volume *1889*
of *Records* on page *143-149A*

Henry M. Schuttler
16-00 *JS* Register of Deeds

An ordinance to provide for the annexation of certain territory contiguous to the City of Racine.

The Common Council of the City of Racine do ordain as follows:

Part 1.

Section 1

TERRITORY ANNEXED

That in accordance with Section 66.021, Wis. Stats., and the Petition for Annexation filed with the City Clerk on the 5th Day of October, 1987, signed by the majority of the owners of one-half or more of the land in area within the territory to be annexed and by all of the electors residing in such territory, the territory described on Exhibit A attached hereto lying in the Town of Mt. Pleasant, Racine County, Wisconsin, and contiguous to the City of Racine be and the same is hereby annexed to the City of Racine, Wisconsin.

Section 2

EFFECT OF ANNEXATION

From and after the date of this ordinance, the corporate limits of the City of Racine are hereby extended so as to include said territory for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Racine.

Section 3

DISTRICT DESIGNATION

The limits of the Fourteenth Aldermanic District are hereby extended in such a manner as to include said territory.

File

Section 4

SEVERABILITY

If any provision of this ordinance or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Part 2.

This ordinance shall take effect upon passage.

Passed by the Common Council

10-13-87

Approved

10-14-87

N. Owen Davis
Mayor

Attest:

Anthony J. Schlaffer
City Clerk

PETITION FOR DIRECT ANNEXATION TO THE
CITY OF RACINE, WISCONSIN

ANNEXATION EXHIBIT "A"

Legal Description of Territory
Proposed to be Annexed.

That part of the Southeast $\frac{1}{4}$ of Section 14, the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 187.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South $\frac{1}{4}$ line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West $\frac{1}{4}$ line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10'03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West $\frac{1}{2}$ line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South $\frac{1}{2}$ line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South $\frac{1}{2}$ line to the Southerly line of said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence N01°36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West $\frac{1}{2}$ corner of said Section 23; thence N01°39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-first Street.

HEAVY INDUSTRY

COMMUNITY BUSINESS

GENERAL BUSINESS

[illegible]

ZONING OF ANNEXED AREA

-  I-2 GENERAL INDUSTRIAL
-  B-2 COMMUNITY SHOPPING
-  B-3 GENERAL COMMERCIAL
-  O/I OFFICE INSTITUTIONAL

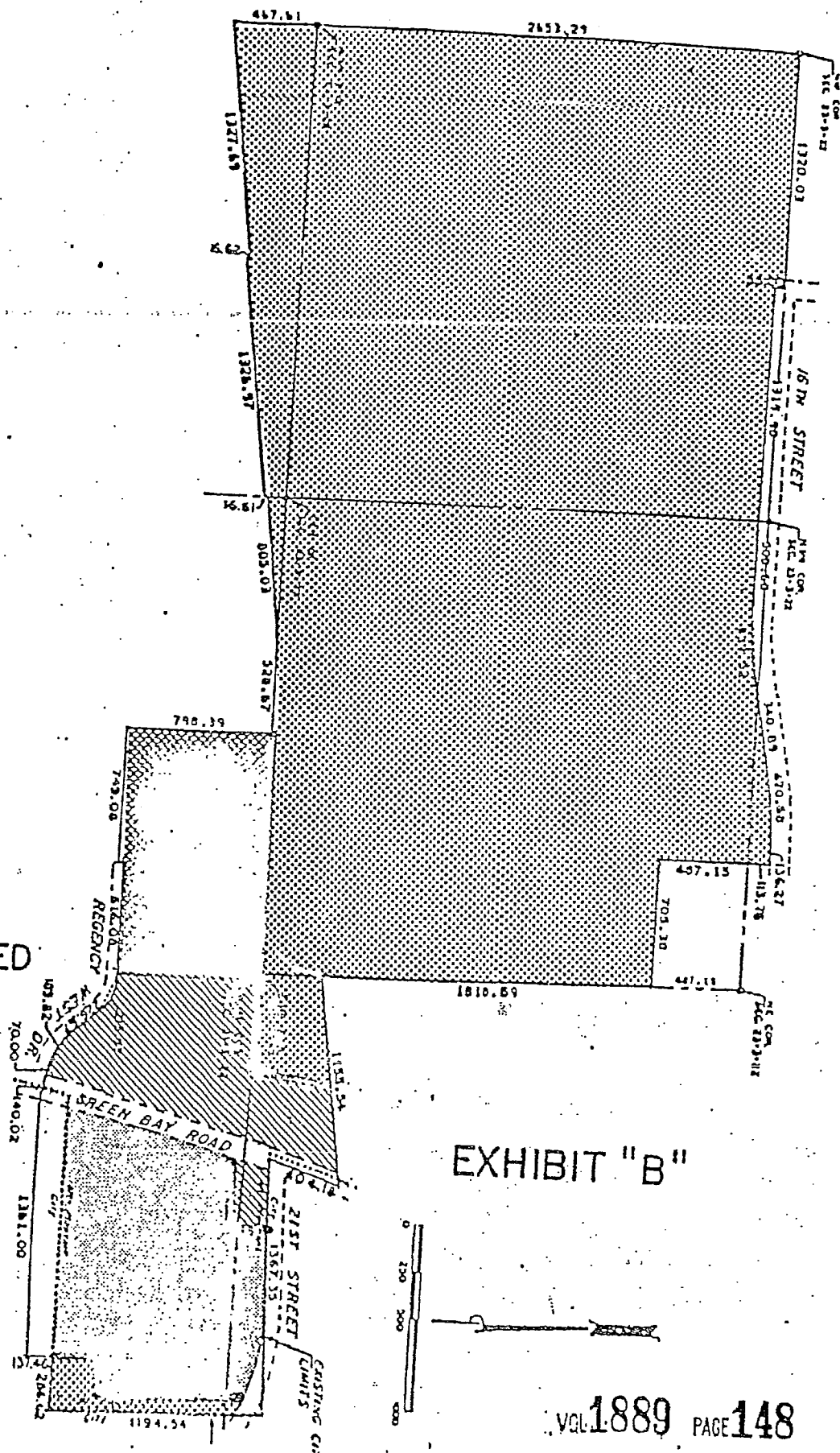


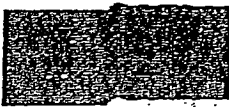
EXHIBIT "B"

city of **RACINE**...racine, wisconsin



CITY CLERK'S OFFICE

Anthony J. Schlaffer
City Clerk



STATE OF WISCONSIN)
COUNTY OF RACINE)

I, Anthony J. Schlaffer, City Clerk for the City
of Racine, County of Racine, State of Wisconsin, DO HEREBY
CERTIFY that the foregoing is a true and correct copy of An
Ordinance, which was adopted under Items 2(3) and 3(2) of
the meeting that was held on October 13, 1987.

Dated this 16th day of October, 1987.

Anthony J. Schlaffer

SEAL

Mt. Pleasant Parcel #'s	County Computer #'s	New City Parcel #'s
M2-24-11	008-03-22-24-018-000	276-0000-23901-000.
M2 24-11-6	008-03-22-24-018-002	276-0000-23901-000.
M2-24-11100	008-03-22-24-018-100	276-0000-23900-000.
M2-24-11110	008-03-22-24-018-110	276-0000-23902-000.
M2-23-9-14	008-03-22-23-031-014	276-0000-23903-000.
M2-24-11120	008-03-22-24-018-120	276-0000-23904-000.
M2-24-10	008-03-22-24-016-000	276-0000-23905-000.
M2 24-14-1	008-03-22-24-024-100	276-0000-23906-000.
M2-23-3-4	008-03-22-23-021-000	276-0000-23907-000.
M2-23-8	008-03-22-23-030-000	276-0000-23908-000.
M2-23-71 (Pt)	008-03-22-23-092-000	276-0000-23908-000.
M2-23-3-2	008-03-22-23-019-000	276-0000-23909-000.
M2-23-3-6	008-03-22-23-023-000	276-0000-23910-000.
M2-23-3-1	008-03-22-23-018-000	276-0000-23911-000.
M2-23-3-3	008-03-22-23-020-000	276-0000-23912-000.
M2-23-3-C	008-03-22-23-017-030	276-0000-23913-000.
M2-23-3-B	008-03-22-23-017-020	276-0000-23914-000.
M2-23-3	008-03-22-23-017-000	276-0000-23915-000.
M2-23-3-A	008-03-22-23-017-010	276-0000-23916-000.
M2-23-200	008-03-22-23-200-000	276-0000-23917-000.
M2-23-3-5	008-03-22-23-022-000	276-0000-23918-000.
M2-23-2	008-03-22-23-016-000	276-0000-23919-000.
Pt M2 14-28#1-1	008-03-22-14-096-000	276-0000-23920-000.
Pt M2-14-28	008-03-22-14-094-000	276-0000-23921-000.
Pt M2-23-1	008-03-22-23-001-001	276-0000-23922-000.
M2-23-12	008-03-22-23-033-000	276-0000-23923-000.
Pt M2-14-27	008-03-22-14-086-000	276-0000-23924-000.
M2-23-2-1	008-03-22-23-016-001	276-0000-23925-000.
M2-24-14	008-03-22-24-024-000	276-0000-23926-000.
M2-24-200	008-03-22-24-200-000	276-0000-23927-000.
M2-24-15-5-1	008-03-22-24-026-000	276-0000-23876-038.
M2-24-15	008-03-22-24-025-000	276-0000-23876-017.
M2-24-15-1	008-03-22-24-025-001	276-0000-23876-018.
M2-24-15-2	008-03-22-24-025-002	276-0000-23876-016.

AWARD OF DAMAGES
BY STATE OF WISCONSIN
Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated July 6, 1971, and filed in the office of the County Clerk of Racine County, for the improvement of S. T. Highway 11, in Racine County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Racine County, a

Quasi-Municiple Corporation

The interest acquired by this award is for

See Page 2

891777

Register's Office }
Racine County, Wis. } SS.
Received for Record 4 day of
November A.D., 1971 at 10:53
o'clock A. M. and recorded in Volume 1110
of Records on page 334-336

Stanley F. Bialecki
Register of Deeds

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on See attached, ~~XXXXX~~
Description

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of

Twenty Nine Thousand One Hundred and no/100

Dollars (\$ 29,100.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

DAY OF _____
A.D. 19____ AT _____
O'CLOCK _____ M. AND RECORDED IN VOL. _____
OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By B. E. Kellerman
Highway Construction Specialist

Pursuant to authority granted by motion duly made,
seconded, and adopted on OCT 25 1971
Date

This instrument was drafted by the State of Wisconsin,
Department of Transportation, Division of Highways.

Parcel No. 67

Project I.D. 1322-1-21/T014-3(34)

891777

1110-334

Nov. 4, 1971

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the northwest one-quarter, of the southwest one-quarter and the southeast one-quarter of Section 24, Township 3 North, Range 22 East, described as follows:

Begin in the south line of Section 24 at a point 310.54 feet South 89° 02' 04" East of the southwest corner of said section; thence North 11° 30' 26" East 990.35 feet along the centerline of S.T.H. 31; thence North 11° 49' 05" East 1126.24 feet along said centerline; thence North 12° 20' 07" East 643.12 feet along said centerline; thence North 19° 38' 40" East 75.73 feet along said centerline; thence North 88° 27' 58" East along the owners north property line to a point 70 feet South 70° 21' 20" East of said centerline; thence southwesterly parallel with said centerline to a point which is 135 feet North 11° 30' 26" East and 70 feet South 78° 29' 34" East of the point of beginning; thence South 77° 47' 01" East 116.17 feet to a point which is 207.45 feet South 89° 02' 04" East and 97.25 feet North 0° 57' 56" East of the point of beginning; thence South 89° 02' 04" East 1902.82 feet to a point which is 222.19 feet North 89° 02' 04" West and 97.25 feet North 0° 57' 56" East of the south one-quarter corner of Section 24; thence easterly and parallel with the reference line of S.T.H. 11 to a point which is 1602.08 feet North 89° 28' 36" West and 61 feet North 0° 31' 24" East of the southeast corner of said section (as measured along and from the south line of said southeast one-quarter).

The reference line begins at a point of curve which is 222.19 feet North 89° 02' 04" West and 36.25 feet North 0° 57' 56" East of the south one-quarter corner of Section 24; (the radius of said curve bears South 0° 57' 56" West 11,459.16 feet); thence easterly and to the right along a 0° 30' curve 444.33 feet; thence South 86° 48' 46" East 291.28 feet to a point of curve; thence easterly and to the left along a 0° 30' curve 532.79 feet to a point in the south line of said section; thence South 89° 28' 36" East 1602.08 feet to the southeast corner of Section 24.

Thence easterly to a point which is 1468.33 feet North 89° 28' 36" West and 54 feet North 0° 31' 24" East of the southeast corner of said section; thence South 89° 28' 36" East to a point in the west line of Ohio Street; thence South 1° 50' 42" East along the west line of said street to the south line of Section 24; thence North 89° 28' 36" West to the south one-quarter corner of Section 24; thence North 89° 02' 04" West to the point of beginning of this description.

Also, that part of the west 20 acres of the northwest one-quarter of the northeast one-quarter of Section 25, Township 3 North, Range 22 East, lying between the above described reference line of S.T.H. 11 and a line 61 feet southerly of, as measured normal to, said reference line.

This parcel contains 8.61 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

A limited highway easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon, any vegetation that the highway authorities may deem necessary or desirable. This easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later. In and to the following tract of land in Racine County, Wisconsin, described as:

A 10 foot strip of land lying adjacent and northerly of the above described right of way from a point 920.68 feet South 89° 02' 04" East of the southwest corner of Section 24 to a point 1602.08 feet North 89° 28' 36" West of the southeast corner of Section 24.

Also, the south 69 feet of the east 868.33 feet of the southeast one-quarter of said Section 24.

Also a 20 foot strip of land lying adjacent and southerly of the above described right of way in the west 20 acres of the northwest one-quarter of the northeast one-quarter of said Section 25.

Also, all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 11, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway.

The east 610.14 feet of the west 920.68 feet of the southwest one-quarter of the southwest one-quarter of said Section 24.

Also, all existing, future or potential common law or statutory easements, or rights of access between the right of way of the highway, currently designated as S.T.H. 31, and all of the abutting remaining real property of the owner,

whether acquired by separate conveyance or otherwise; where the following described real estate abuts on the said highway: The southerly 400 feet of the southwest one-quarter of the southwest one-quarter of said Section 24, as measured along the centerline of S.T.H. 31.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 17, 1971. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Project 1322-1-21

Page 2 of 2

Parcel 67

DOCUMENT NO.

This Indenture, Made by Racine County, Wisconsin
a municipal ~~xxx~~ Corporation duly organized and existing under and
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,
Wisconsin, hereby conveys and warrants to State of Wisconsin, Department of Transportation,
Division of Highways
grantee, of XXXXXX, Wisconsin, for the
sum of One-Thousand-Eight-Hundred-Ninety and 00/100 (\$1,890.00) Dollars.

See attached legal description

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of
damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or
orders upon which this instrument is based.
Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are
shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by John Margis
Chairman of County Board County Clerk
its ~~President~~, and countersigned by James A. Fay, its ~~Secretary~~, at Racine, Wisconsin,
and its corporate seal to be hereunto affixed, this 12th day of December, A.D. 19 74

Signed and Sealed in Presence of
James A. Fay
Mary Ann

Racine County, Wisconsin
John Margis
County Board Chairman John Margis
Countersigned:
James A. Fay
County Clerk James A. Fay

STATE OF WISCONSIN

Racine County } ss.

RECEIVED FOR RECORD

DAY OF

A. D., 19 AT

O'CLOCK M. AND RECORDED IN VOL.

OF PAGE

COUNTY

VOL 1250 PAGE 355

Personally came before me, this 12th day of
December, A.D. 19 74

John Margis, County Board Chairman, and

James A. Fay, County Clerk, Secretary of the
above-named Corporation, to me known to be the persons who
executed the foregoing instrument, and to me known to be

such County Board Chairman, and

County Clerk, Secretary of said Corporation,
and acknowledge that they executed the foregoing instrument
as such officers as the deed of said Corporation
by its authority.

(SEAL) Notary Public, Racine County, Wisconsin

My commission expires 8/31, A.D., 19 75

Negotiated by Scott L. Willman

Parcel No. 45

950564

1250-355

Jan. 13, 1975

Fee Title In and to the following tract of land in Racine County, State of Wisconsin, described as:

VCL 1250 PAGE 356

That part of the SW 1/4 and the NW 1/4 of Section 24, Township 3 North, Range 22 East, described as follows:

Begin at a point which is 2188.70 feet northeasterly and 60.00 feet southeasterly of the point of beginning of the following described reference line of S.T.H. 31, as measured along and normal to said reference line;

Fee Exempt 77.25 #2

Said reference line begins at a point in the south line of the SW 1/4 of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said SW 1/4; thence North 11° 30' 49" East 989.94 feet; thence North 11° 49' 57" East 607.62 feet to a point of curve; thence northeasterly along the arc of a 0° 21' curve to the right (whose radius is 16,370.22 feet and whose long chord bears North 15° 45' 36" East 2242.52 feet); thence North 11° 49' 57" East 27.50 feet and North 19° 41' 15" East 1123.90 feet of the southwest corner of the NW 1/4 of said Section 24, as measured along and from the south line of said NW 1/4.

thence northeasterly and parallel with said reference line to the southerly right of way line of 21st Street; thence westerly along said line to the westerly property line of the owner; thence southwesterly along said line to the point of beginning.

This parcel contains 0.19 acre, more or less.

A Limited Highway Easement for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as:

that part of the SW 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: commence at the southwest corner of said SW 1/4; thence North 89° 02' 04" West along the south line of said SW 1/4 310.54 feet to the reference line of S.T.H. 31; thence North 11° 30' 49" East along said line 788.00 feet to a point of intersection with the extension of the owner's southerly property line, said point being the point of beginning of this description; thence North 11° 30' 49" East along said reference line 201.94 feet; thence North 11° 49' 57" East along said reference line 460.06 feet; thence North 78° 10' 03" West 85.00 feet; thence southerly and parallel with said reference line of S.T.H. 31 to the owner's southerly property line; thence easterly along said line and its extension to the point of beginning.

Also, a 70.00 foot strip of land lying easterly of and adjacent to the previously described reference line from a point which is 1597.56 feet northeasterly of the point of beginning to a point which is 2300.00 feet northeasterly of the point of beginning of said reference line, as measured along said line.

Also, an 80.00 foot strip of land lying easterly of and adjacent to said reference line from a point which is 2300.00 feet northeasterly of the point of beginning of said reference line, as measured along said line, to the southerly right of way line of 21st Street.

The above easement is to terminate upon the completion of this project or on the day the Highway is open to the travelling public, whichever is later, however no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 31 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

I.D. 2390-1-21

Parcel 45

Register's Office
Racine County, Wis. } 950584
Received for Record 13th day of
January A.D. 1975 at 8:32
o'clock A.M. and recorded in Volume 1250
of Records on page 35357

Stanley F. Bielecki
Register of Deeds

4.00

Box 649
PAUKESHA, Wisc.
53186

VOL 1250 PAGE 357

FOR AND IN CONSIDERATION of the sum of One and no/100 Dollars (\$1.00)

to it paid, the receipt whereof is hereby acknowledged, the undersigned Grantor,
Racine County

does hereby give, grant and convey unto

WISCONSIN NATURAL GAS COMPANY

a corporation, Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, repair and remove a pipeline or pipelines with valves, tie-overs and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases or substances which can be transported through a pipeline; over, under, across, and upon the hereinafter described strip of land

Six (6) feet in width being a part of the premises of the undersigned in the Southeast One-Quarter (SE 1/4) Southwest One-Quarter (SW 1/4) and Northwest One-Quarter (NW 1/4) of Section numbered Twenty-Four (24), Township numbered Three (3) North, Range numbered Twenty-Two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin, the Southerly line of said strip of land being described as follows:

Commencing at the center of said Section 24 and running thence South 87° 08' 06" East, along the East-West One-Quarter line, 426.53 feet; thence South 36° 45' 59" East 58.43 feet to the point of beginning, said point being the Westerly most corner of property owned by Haban Manufacturing Co. as described and recorded in the office of the Register of Deeds for Racine County in Volume 1001 on Page 499; thence North 87° 08' 06" West 262.55 feet to a point of curve; thence along the arc of a curve to the right (chord bearing North 75° 43' 46-1/2" West, 488.32 feet) 491.56 feet; thence North 64° 19' 27" West 27.76 feet to a point of curve; thence along the arc of a curve to the left (chord bearing North 76° 59' 47" West, 585.15 feet) 589.95 feet; thence North 89° 40' 07" West 607.31 feet to a point of curve; thence along the arc of a curve to the right (chord bearing North 79° 09' 44" West, 139.88 feet) 140.67 feet to a point in the Easterly right of way line of State Trunk Highway #31, a/k/a Green Bay Road, said point being the point of termination of the line herein described.

This easement pertains only to that property owned by said grantor.

All of the foregoing to be shown on the drawing annexed hereto, marked Exhibit "A" and made a part thereof.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, fences and other obstructions, which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said strip of land.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

The Grantor covenants and agrees that no structure will be erected or trees planted on said premises within 6 feet of said above described Southerly line.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, installing, constructing, maintaining, operating, altering, replacing, repairing or removing said pipeline or pipelines, to growing crops, livestock, and fences on Grantor's land.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner or owners of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF, the said

Racine County has caused these presents to be signed by its Chairman, County Board of Supervisors and countersigned by its County Clerk and its corporate seal hereunto affixed this 14th day of August, 1969

In Presence of:

Bonnie J. Hopp

Vol 1028 PAGE 69

Bonnie J. Hopp

RACINE COUNTY

By Richard LaRue, Chairman, County Board of Supervisors

COUNTERSIGNED:

By Thomas H. Day, County Clerk

050012

1028-69

Aug. 22, 1969

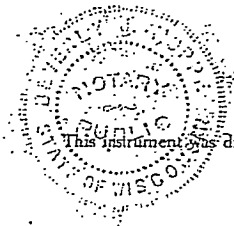
Personally came before me this _____ day of _____, 19____

Chairman, County Board of Supervisors

and _____ County Clerk

_____ of the above named Racine County _____ Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ Chairman, County Board of Supervisors and _____ County Clerk of said Racine County _____ Corporation, and acknowledged

that they executed the foregoing instrument as such officers, as the deed of said Racine County _____ Corporation, by its authority.



Notary Public, _____ Racine County, Wis.

My commission expires _____ 4-4-71

This instrument was drafted by _____ J. A. Clausen _____ on behalf of Wisconsin Natural Gas Company.

858912

Doc. No.

RACINE COUNTY

TO

WISCONSIN NATURAL
GAS COMPANY

EASEMENT

Register's Office,
STATE OF WISCONSIN

Racine County.

Received for Record this _____ day

of _____ A.D., 19____, at

_____ o'clock _____ M., and

recorded in Vol. _____ of _____

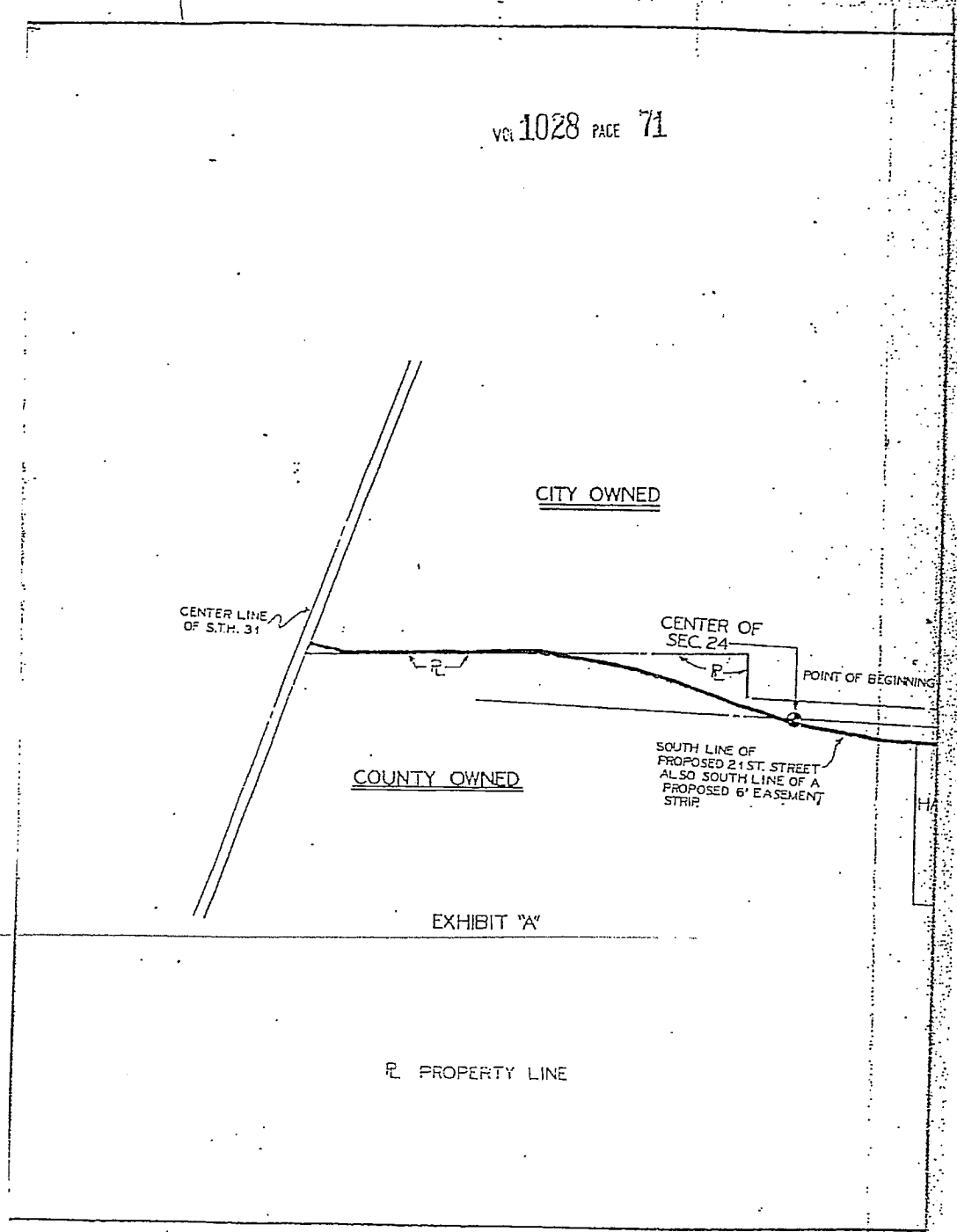
on Page _____

Return to R. D. Hill

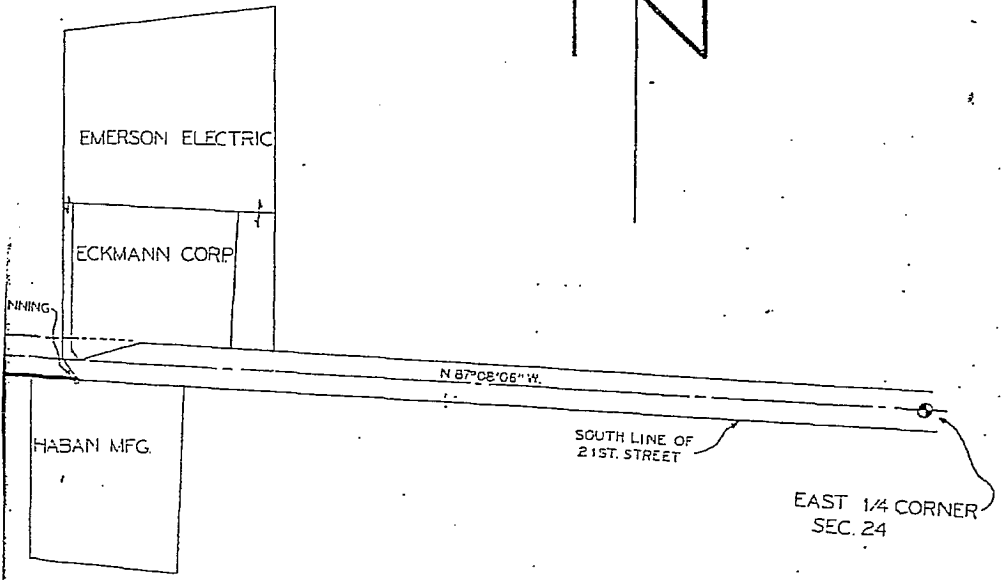
Wisconsin Natural Gas Company

100 Third Street

Racine, Wis. 53401



124-67-60



VC 1028 PAGE 72

SHEET <u>1</u> OF <u>1</u>			W. O. _____ P. R. _____	
REVISIONS	DATE	BY	WISCONSIN ELECTRIC POWER CO. EXT.	
			PROPOSED EASEMENT FOR 21ST. STREET	
DRAWN BY VCJ	APPROVED BY	SCALE 1" = 400'	DATE 6-4-69	DRAWING NO. C-

This Indenture, Made this 27 day of November, A. D., 1968,
between City of Racine, a municipal corporation

~~and~~ duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at
County of Racine, State of Wisconsin, party of the first part, and
Haban Manufacturing Company, a Wisconsin corporation located at
the County of Racine, State of Wisconsin party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One (\$1.00)
Dollar and other good and valuable consideration

~~Dollar~~
to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given,
granted, bargained, sold, remised, released and quit-claimed, and by these presents does give, grant, bargain, sell, remise,
release and quit-claim unto the said party of the second part, and to its ~~and~~ successors
assigns forever, the following described real estate, situated in the County of Racine

State of Wisconsin, to-wit:

That part of the Southeast 1/4 of Section 24, Town 3 North, Range
22 East, in the City of Racine, Racine County, Wisconsin, described
as follows:..

Commence at the Northeast corner of said 1/4 Section; run thence
North 87° 08' 06" West along the North line of said 1/4 Section
1961.89 feet to a point; thence South 2° 51' 54" West 45.00 feet to
the point of beginning of this description, said point being the
beginning of a curve, the radius of which bears South 2° 51' 54"
West 255 feet; thence along the arc of said curve 176.38 feet, the
chord of which bears South 73° 02' 57" West 172.89 feet; to a point;
thence North 36° 45' 59 1/2" West 76.09 feet; thence, South 87° 08' 06"
East along a line which is 45 feet southerly (measured at right
angles) of and parallel to the North line of said 1/4 Section
211.21 feet to the point of beginning.

1001-499

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto
belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said

846754

1001-499

Nov. 13, 1968

Vol 1001 500

party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

In Witness Whereof, the said City of Racine

party of the first part, has caused these presents to be signed by William H. Beyer, its Mayor
and countersigned by George H. Benson, its City Clerk
at Racine, Wisconsin, and its corporate seal to be hereunto affixed,
this 2nd day of November, A.D., 1968.

Signed and Sealed in the Presence of

Leona A. Phillips
Louis J. Roshar

State of Wisconsin,
RACINE COUNTY. } ss.

City of Racine

William H. Beyer
George H. Benson

Personally came before me, this 2nd day of November, A.D., 1968,

William H. Beyer, Mayor
and George H. Benson, City Clerk

Municipal
of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Notary Public,

My Commission expires

This deed drafted by
Louis J. Roshar, 730 Washington Avenue, Racine, Wis.

(Section 54.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary).

846754

No. _____

City of Racine

a Municipal Corporation
TO

Haban Manufacturing Company

a Wisconsin Corporation

QUIT CLAIM DEED

REGISTERS OFFICE,
STATE OF WISCONSIN,

Racine County.

Received for Record this 13th day of

November, A.D., 1968.

at 3:15 o'clock P.M., and recorded in

Vol. 1001 of deeds on page 499-500

Notary Public

Stanley F. Bielecki

Register of Deeds

Dputy

3 P

Shaw's Sunset Kitchen

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, RACINE COUNTY, a municipal body corporate of the State of Wisconsin, grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY, *WECO*
grantee; its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, in and under a strip of land lying in the West one-half ($W\frac{1}{2}$) of Section 24, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin. Said strip of land 10 feet in width and running parallel to the easterly right of way line of relocated STH-31 as shown on the "Plat of Right of Way Required" filed in accordance with Sections 84.02 (3) and 84.09 of Wisconsin Statutes with the Clerk for Racine County and shall be as shown on the drawing annexed hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted said grantee to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantee agrees to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

IN WITNESS WHEREOF, the said RACINE COUNTY, by appropriate action of its Board of Supervisors, has caused these presents to be signed by its Chairman and attested to by its County Clerk, and its corporate seal hereunto affixed this 25th day of March, 1975.

In Presence of:

RACINE COUNTY

Dennis J. Flynn By *John Margis, Jr.*
JOHN MARGIS, JR. Chairman

ATTEST:

Dennis J. Flynn By *James A. Fay*
Dennis J. Flynn James A. Fay County Clerk

VOL 1397 PAGE 123

1008628

1397-123

Aug. 23, 1977

STATE OF WISCONSIN)
)SS:
Racine COUNTY)

VOL 1397 PAGE 124

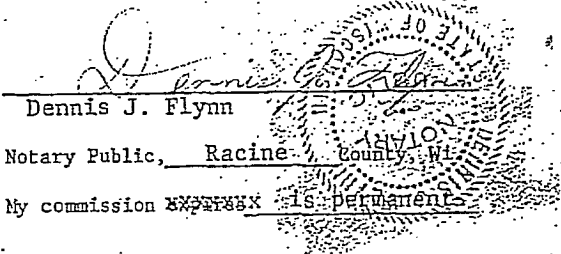
Personally came before me this 25th day of March,
1975, John Margis, Jr., Chairman; and
James A. Fay, County Clerk, of the above named
municipal corporation, to me known to be the persons who executed the
foregoing instrument and to me known to be such Chairman and County
Clerk of said municipal corporation, and acknowledged that they executed
the foregoing instrument as such officers, as the deed of said municipal
corporation, by its authority, and pursuant to Resolution No. _____
adopted by its Board of Supervisors on the 25th day of
March, 1975.

I.D.O. R-665

420-WO. 01-4049

RGS 3-10-75

RCJ 3-10-75


Dennis J. Flynn

Notary Public, Racine, County, WI

My commission ~~expires~~ is permanent

This Instrument Was Drafted By

Robert C. Just
On Behalf of Wisconsin Electric Power Company

Revised 3-20-75 By

Cecil F. Mehring, Jr. - County Highway Eng.
On Behalf of Racine County

50

1008628

Received for Record 22 Aug 22
August 20, 1924 at 2:04
 Filed W. and recorded in Volume 139
 at Records on page 13-35

4.00.5. Stanis. Bialecki

Exhibit - A

W.E.P.L.D. EASEMENT.

1330

Vol. 1397 p. 125

1247144

LAND USE AGREEMENT

This Agreement made and entered into as of November 12th, 1987, by and between LAND RECLAMATION, LTD., a Wisconsin Corporation and SEKAO, INC., a Wisconsin Corporation, both of Racine, Wisconsin, hereinafter collectively referred to as "Owners", and the CITY OF RACINE, WISCONSIN, A Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties hereto are desirous of establishing standards for industrial development on the parcel of real estate made the subject of this agreement for the purpose of providing a transition between the industrial development and adjacent non-industrial properties. It is the intent that the development standards in this agreement shall address set-back areas and vehicular access.

Real Estate Subject to Agreement. The real estate subject to this agreement ("the real estate") is part of the parcel of land legally described on Exhibit "A", and depicted on the plat identified as Exhibit "B". Exhibits "A" and "B" are attached hereto and incorporated as a part of this agreement by reference.

For and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1.00 SET-BACK. The Owners shall establish a set-back area of 100 feet ("Set-Back Area") running along the boundary of the real estate, easterly from the intersection of Oakes Road and Sixteenth Street and continuing on that boundary to a point which lies approximately 1,450 feet south of the centerline of Sixteenth Street along a line identical to the centerline of Emmertsen Road extended to the south. It is understood that the 100 foot set-back area along Owners' boundary shall in the future be adjusted to include additional property that may be acquired by Owners so that the set-back area on Owners' property shall not exceed 100 feet at any given boundary point.

1.01 The 100 foot set-back area shall be restricted by designating the area to be devoted to spatial separation and visually screening of the industrial development from the non-industrial area to the north and east. The set-back area will be dedicated to the installation and maintenance of earth berms, fencing, surface water drainage swales, landscaped green space, including trees and shrubs, and other compatible developments, which shall be in accordance with plans to be submitted by the Owners to the City, in care of the City Department of City Development, and subject to the approval by the City Plan Commission. Such plans or modification to plans shall be submitted by the Owners to the City upon written request directed to the Owners by the City.

1.02 Upon submission of plans or modifications to plans and before approval is granted by the City, the Owner shall furnish

23876-16, 23876-17, 23876-18, 23876-38, 23876-39

TS # 23900 thru 23927

VOL 1896 PAGE 539

3894

1230

2000

to the City a Performance Bond executed by it as surety, in an amount equal to the estimated cost of implementing the plan(s).

1.03 If the Owners fail to submit plans within six calendar months after request by the City as provided herein, the City shall at its option, be empowered to prepare plans which it shall submit to the Owners for implementation. If the Owners shall fail to implement the City's plans within four planting seasons (two calendar years), the City may implement the plans at Owners' expense. The Owners shall thereupon be liable under this agreement for the reasonable and necessary costs of implementing the City's plans, including the costs incurred by the City in plan preparation.

2.00 ACCESS. The parties further agree that vehicular access to the real estate from Sixteenth Street, Meadowlane Road, Sunset Street or Greenleaf Street shall be limited to automobile and small truck traffic, excepting, that in addition, Owners shall be permitted vehicular access to the real estate from said streets by all other types of vehicles which may from time to time be permitted by law or ordinance to travel on those streets. It is the intent of this provision that unless so permitted by law or ordinance, exterior access to the real estate for all heavy trucks or heavy equipment shall be restricted to points on Oakes Road and Twenty-First Street and Owners shall provide an internal roadway system for such heavy trucks and equipment within the real estate to serve its industrial users.

Notices under this agreement shall be sent to the following persons at the following addresses by United States mail, postage prepaid.

Owner: Land Reclamation, Ltd.
1777 Oakes Road
Racine, Wisconsin 53406

City: Director of City Development
730 Washington Avenue
Racine, Wisconsin 53403

All provisions of the City zoning ordinance, subdivision ordinance and other City ordinances not in conflict with this agreement shall be applicable to the development of said real estate.

This agreement shall be binding upon the parties hereto, together with their heirs, executors, successors, and assigns, and shall be considered to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, and their respective corporate seals to be hereunto affixed, attested to by their duly authorized officers, all as of the date first above written.

(Testimonium Page Follows)

ATTST:

As to the signature of
Richard F. Meissner

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.
As to the signature of
Glenn Oakes

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

ATTST:

As to the signature of
Richard F. Meissner

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

As to the signature of
Glenn Oakes

Joseph J. Muratore Sr.
Joseph J. Muratore, Sr.

ATTST:

As to the signature of
N. Owen Davies

Joseph E. Boyle
Joseph E. Boyle

As to the signature of
Anthony J. Schlaffer

Diane I. Schacht
Diane I. Schacht

OWNERS:

LAND RECLAMATION, LTD.

By Richard F. Meissner
Official Capacity
Richard F. Meissner, Executive Vice-
Countersigned: Pres.

By Glenn Oakes
Glenn Oakes, President

(SEAL)

SEKAO, INC.,

By Richard F. Meissner
Official Capacity
Richard F. Meissner, Treasurer

Countersigned:

By Glenn Oakes
Glenn Oakes, President

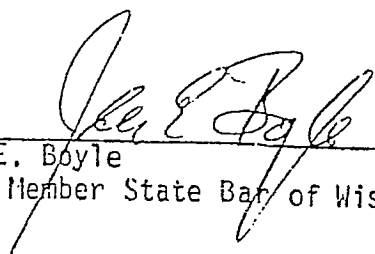
CITY OF RACINE

By N. Owen Davies
N. Owen Davies, Mayor

By Anthony J. Schlaffer
Anthony J. Schlaffer,
City Clerk

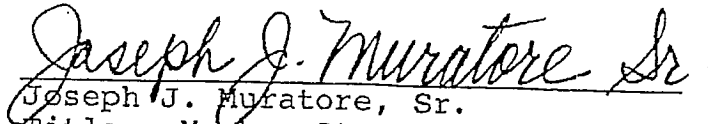
(Seal)

Signatures of N. OWEN DAVIES, Mayor, and ANTHONY J. SCHLAFFER, City Clerk,
authenticated this 12th day of November, 1987.



Joseph E. Boyle
Title: Member State Bar of Wisconsin

Signatures of GLENN OAKES and RICHARD F. MEISSNER, authenticated
this 19th day of November, A.D., 1987.

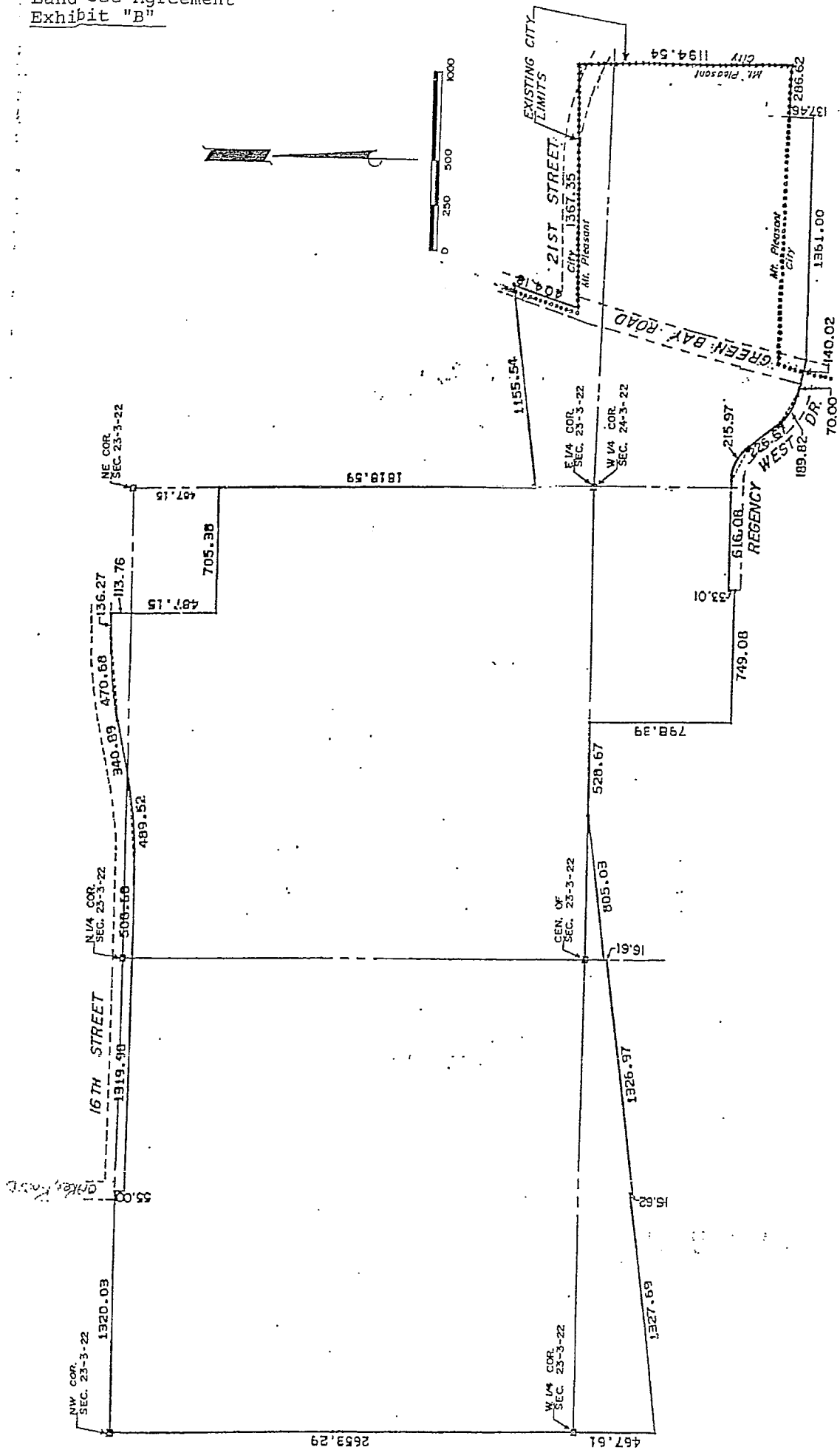


Joseph J. Muratore, Sr.
Title: Member State Bar of Wisconsin

Nov. 12, 1987
LAND USE AGREEMENT
Exhibit "A"

That part of the Southeast $\frac{1}{4}$ of Section 14, the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 23, and the Southwest $\frac{1}{4}$ of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87°40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45'43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence S01°33'25"E 1194.54 feet parallel to the North-South $\frac{1}{4}$ line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West $\frac{1}{4}$ line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89°51'41"W 1361.00 feet to the East line of Green

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10'03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89°29'55"W 749.08 feet; thence N01°38'03"W 798.39 feet to the East-West $\frac{1}{4}$ line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South $\frac{1}{4}$ line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South $\frac{1}{4}$ line to the Southerly line of said Railroad right of way; thence S81°38'51"W 1326.97 feet along said right of way; thence N01°36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West $\frac{1}{4}$ corner of said Section 23; thence N01°39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-first Street.



CONSENT OF SOLE DIRECTOR OF LAND RECLAMATION, LTD.
IN LIEU OF MEETING

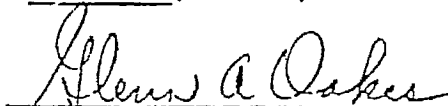
The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following resolutions:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November 12th, A.D., 1987.



Glenn A. Oakes, Sole Director of
Land Reclamation, Ltd.

CONSENT OF SOLE DIRECTOR OF SEKAO, INC.,
IN LIEU OF MEETING

The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following resolutions:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November 12th, A.D., 1987.

Glenn A. Oakes
Glenn A. Oakes, Sole Director of
Sekao, Inc.

Register's Office } SS
Racine County, Wis. } *SS*
Received for Record 30 day of
December A.D. 1987 at 11:07
o'clock AM and recorded in Volume 1896
of Records on page 539-547

Helen M. Schutt
Register of Deeds

VOL 1896 PAGE 547

1265306

Register's Office
Racine County, Wis.Received for Record September 12 day of September A.D. 1988 at 12:53 o'clock P. M. and recorded in Volume 1929 of Records on page 653-*Helen M. Schuttner*
26. Register of DeedsJKK
9/1/88DECLARATION OF EASEMENTS AND RESTRICTIONS

This Declaration of Easements and Restrictions hereinafter referred to as the "Declaration") is made the 12 day of September, 1988, by Demetrios Dellaportas (hereinafter referred to as "Owner") and Bank One, Racine, N.A. (hereinafter referred to as "Bank One").

RECITALS

1. Owner is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Owner's Site").

2. Bank One is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "B" attached hereto (hereinafter referred to as the "Bank Site") which adjoins the Owner's Site.

3. Owner intends to develop a shopping center on a portion of the Owner's Site, and to develop an office park on the remaining portion of the Owner's Site.

4. The Bank Site is improved with a banking facility, and a vacant lot to the South.

5. Owner and Bank One desire to create certain rights, privileges and easements and to impose certain restrictions and covenants upon the Owner's Site.

NOW, THEREFORE, for good and valuable consideration, including the promises, covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1DEFINITIONS

As used in this Declaration, the following terms have the following meanings:

Section 1.1 Building(s)

"Building(s)" means the buildings which will or may be constructed by or for Owner within Owner's Permissible Building Areas, which areas are designated as such on Exhibit "C" hereto and the Truck Facilities and other facilities within Owner's Permissible Building Areas which are permitted under this Declaration, but such term does not include Common Area Improvements.

Section 1.2 Common Area

"Common Area" means all areas within the boundaries of the Owner's Site created for the non-exclusive use of all Permittees, including, but not limited to: (a) the Parking Area; (b) sidewalks and walkways located outside all Buildings, and including sidewalks and walkways providing pedestrian access to and ingress and egress to and from the Parking Area on the Owner's Site; (c) landscaped and planted areas located on the Owner's Site; (d) roadways to provide vehicular access to an from and ingress and egress to and from and in and out of the Parking Area and to streets and highways adjacent to or near the Owner's Site, including entrances and exits and service drives; and (e) all

curbs and lighting standards, traffic and directional signs and traffic striping and markings.

Section 1.3 Common Area Improvements

"Common Area Improvements" means all improvements hereinafter constructed and existing from time to time on the Owner's Site to be used in common by all Permittees, and shall include sign pylons and sign monuments (whether or not used in common by all Permittees).

Section 1.4 Financial Services Institution

"Financial Services Institution" means a bank, savings and loan, loan company, credit company, credit union, automated teller machines, or check cashing facility, and also an insurance office or stock brokerage in the event the successor to Bank One is an insurance company or stock broker and utilizes the Bank Site directly in connection with its principal business.

Section 1.5 Floor Area

"Floor Area" means the floor space whether or not actually occupied, from time to time, in any Building located on the Owner's Site.

Section 1.6 Natural Area

"Natural Area" means that portion of the Owner's Site shown by shading on Exhibit C.

Section 1.7 Occupant

"Occupant" or "Occupants" mean any Person entitled by Lease, deed or other instrument or arrangement to use and occupy Floor Area, or one or more of them, as the context may require.

Section 1.8 Parking Area

"Parking Area" means all areas on the Owner's Site which are from time to time set apart to be used for the parking of motor vehicles and all interior roadways, walkways, curbs and landscaping within or adjacent to such areas. Parking Area does not include the Truck Facilities.

Section 1.9 Permissible Building Area

"Permissible Building Area" means an area designated as such on Exhibit "C" within which a Building will or may be constructed.

Section 1.10 Permittees

"Permittees" means the Owner, Bank One, and all Occupants, and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires of Owner, Bank One, and all Occupants having business purposes within the Buildings or on the Bank Site.

Section 1.11 Person

"Person" or "Persons" means individuals, partnerships, associations, corporations or any other form of business organization, or one or more of them, as the context may require.

Section 1.12 Shopping Center

"Shopping Center" means the Owner's Site, excepting therefrom the Natural Area.

Section 1.13 Truck Facilities

"Truck Facilities" means the following:

- (a) truck docks, open or enclosed, and ramps and approaches thereto; and
- (b) areas constructed for truck loading, unloading, parking or turn-arounds.

ARTICLE 2

EASEMENTS

Section 2.1 Easements for Use and Access to Common Area

An easement is hereby declared and granted in the Common Area in favor of Permittees for:

- (a) ingress to and egress from streets and highways adjacent to or near the Owner's Site, including entrances and exits for vehicular and pedestrian access, over and upon the roadways to be constructed on the Owner's Site;
- (b) the passage and the parking of vehicles authorized under this Declaration over and upon said roadways and the Parking Area; and
- (c) the passage and accommodation of pedestrians.

Owner hereby reserves the right to eject from the Common Area any Persons who are not Permittees. In addition, Owner reserves the right to close off the Common Area for such reasonable periods of time as may be minimally legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that no unreasonable interference with the operation of or access to the Owner's Site or the Bank Site occurs as a result thereof; and provided further that, if possible, any required closing occur on a non-business day.

- (d) The access way area and the termini at 21st Street and the North-South internal access way of the center shown as cross hatched on Exhibit C immediately to the East of Bank One's East way boundary line shall be maintained in said location.

Section 2.2 Easement for Bank One Sign

An easement is hereby granted in a portion of the Parking Area located in the Natural Area at an exact location to be agreed upon by Owner and Bank for Bank One to maintain, at its sole cost and expense, a directional sign (of a size to be agreed upon by Owner and Bank) to direct Permittees to the Bank Site.

ARTICLE 3

GENERAL COVENANTS

Section 3.1 Location of Buildings

No Building shall be erected or expanded except within the Permissible Building Areas shown on Exhibit "C".

Section 3.2 Building Elevations and appearance

The elevations/ of the Buildings to be constructed on the Shopping Center shall conform generally to the rendering dated April 11, 1988 prepared by Architectural Associates Ltd. of Wisconsin. Buildings not shown on the renderings and Buildings occupied by national tenants shall be harmonious with those shown on said renderings.

Section 3.3 Parking Ratio

Owner shall at all times maintain on the Natural Area and Shopping

Center parking spaces for not less than four (4) full sized American-made cars per one thousand square feet of Floor Area existing on the Natural Area and Shopping Center.

Section 3.4 Permitted Uses

(a) The Natural Area shall be used only for offices and upscale restaurants.

(b) The Shopping Center shall be used only for retail sales of goods and services. Bank One hereby releases any other restrictions on the Shopping Center created for its benefit by Agreement dated October 1, 1986 and recorded with the Registrar of Deeds of Racine County as Document No. 1245092.

Section 3.5 Limitation on Detrimental Characteristics for Bank Site and for the Owner's Site

No use or operation will be made, conducted or permitted on any part of the Owner's Site which is expressly prohibited pursuant to the terms of this Declaration. Included among the uses or operations which are prohibited because they are so objectionable and would have a detrimental effect upon the general appearance of the Owner's Site are uses or operation which produce or are accompanied by the following characteristics:

(a) Any use or operation which shall present a danger or hazard to the Bank Site or the Owner's Site, or any portion thereof, the Owner, Bank One or Permittees.

(b) Any trade, service, activity or purpose which is excessively noxious or offensive, or may be or become any annoyance or nuisance to the Bank Site or the Owner's Site or any portion thereof by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation.

Section 3.6 General Use Restrictions

(a) No portion of the Owner's Site may be used or occupied for any of the following uses:

- (i) adult entertainment center or book store (which is defined as a center or bookstore a substantial portion of the activities or inventory of which is not available for use by or sale to children under eighteen (18) years of age because it explicitly deals with or depicts human sexuality);
- (ii) undertaking establishment or funeral parlor;
- (iii) massage parlor;
- (iv) theater;
- (v) bowling alley;
- (vi) game room;
- (vii) warehouse (defined for purposes hereof as a facility used for the storage of goods or materials which are sold at a different location or facility);
- (viii) skating rink;
- (ix) nightclub, dance hall, discotheque, bar, tavern, cocktail lounge, or billiard hall;
- (x) fast food restaurant with drive-through facilities;
- (xi) video arcade or amusement gallery;

(xii) off track betting facility; provided, however, that State of Wisconsin lottery sales shall be permitted on the Owners Site.

(xiii) bank, savings and loan, loan company, credit company, credit union, automated teller machines, or check cashing facility; provided, however, that check cashing by Occupants for the convenience of customers only and point of sale terminals shall be permitted on the Owner's Site.

(xiv) automobile or truck service station;

(xv) quick change oil facility;

(xvi) car wash;

(xvii) auction room;

(xviii) wholesale bakery;

(xix) boat showroom, or boat sales or repairs;

(xx) construction material supply house; provided, however, that home improvement centers shall be permitted on the Shopping Center.

(xxi) exterminating shop;

(xxii) farm implement store;

(xxiii) heating and air conditioning showroom;

(xxiv) machinery sales;

(xxv) mobile home sales;

(xxvi) automobile sales (new and used);

(xxvii) pawn shop;

(xxviii) taxidermist;

(xxix) trailer and camper trailer sale;

(xxx) sports facility; provided, however, that dance studios or health clubs shall be permitted in the Shopping Center.

(xxxi) amusement park, miniature golf, pitch and put, or driving range;

(xxxii) commercial recreational facilities such as an archery range, or shooting gallery;

(xxxiii) animal hospital or kennel;

(xxxiv) contractor or construction office or shop;

(xxxv) model home or garage display;

(xxxvi) riding academy or commercial stable;

(xxxvii) drive-in theatre;

(xxxviii) flea market;

(xxxxix) machinery repair, store; provided, however, that repairs ancillary to sale of goods shall be permitted on the Shopping Center.

- (xxxx) rental storage space operation;
- (xxxxi) dwelling units or rooming units;
- (xxxxii) furniture upholstery, refinishing or repair;
- (xxxxiii) commercial laundry, launderette (including dry cleaning machines), or hand laundry;
- (xxxxiv) public utility service uses;
- (xxxxv) radio or tv station and tower;
- (xxxxvi) day care center;
- (xxxxvii) meeting hall;
- (xxxxviii) theatre;
- (ii) bus station or terminal;
- (i) hotel or motel.

(b) No portion of the Natural Area and no portion of the Shopping Center located north of the main access road leading from Highway 31 (as shown on Exhibit C) may be used or occupied for a convenience food store.

(c) No portion of the outlots of the Shopping Center and no portion of the Natural Area may be used or occupied for a tire store. No portion of the shopping center shall be used except for the servicing or repair of motor vehicles as is incidental to the sale of retail goods or services.

(d) No portion of the Natural Area shall be used or operated for the retail or wholesale sale of goods or services.

(e) No promotional activities shall be permitted in the Parking Area between the hours of 9:00 a.m. and 6:00 p.m. Promotional activities includes but is not limited to the use of spot lights, search lights, helium balloons, banners and flags.

(f) There shall be no selling activities conducted outside any building on the Owner's Site except in the areas immediately north of Building N and west of Building A on Exhibit C.

Section 3.7 Development of Existing Natural Area

Owner agrees to maintain the Natural Area as a park-like setting, except as follows:

(a) Owner shall be permitted to construct Buildings and other improvements in the natural Area substantially as shown on Exhibit "C";

(b) Owner shall be permitted to enlarge the existing pond; and

(c) (i) Owner shall only conduct such construction work and activities in the Natural Area as is necessary for the completion of the Shopping Center. Such work may include construction thereon and the removal of trees if necessary. All such work and activities shall be conducted so as to minimize disturbance, dust, and/or effect on the Natural Area and Bank Site.

(ii) Owner shall not interfere with the business operations of Bank One nor interrupt or adversely effect Bank One's access to its premises.

Section 3.8 Area West and North of Pond

No improvements shall be constructed or installed in the area north

and west of the pond shown on Exhibit C, which area is denoted on the exhibit by a dotted area.

ARTICLE 4

OPERATION, MAINTENANCE AND REPAIR - COMMON AREA

Section 4.1 Maintenance of Common Area

So long as any Occupant of the Owner's Site is open for business to the public, Owner shall operate, maintain, repair, insure and keep those portions of the Common Area and common Area Improvements which are adequate to serve the portion(s) of the Owner's Site which are open for business in good order, condition and repair to the extent the same are not operated, maintained, repaired and kept in good order by public bodies, authorities or utility providers. Anything herein to the contrary notwithstanding, Owner shall have the perpetual obligation to operate and maintain in good order, condition and repair that portion of the Common Area shown by cross hatching on Exhibit C.

Section 4.2 Illumination of Common Area

So long as any Occupant of the Owner's Site or the Bank Site is open for business, during all hours of darkness until 10:45 p.m., Owner shall keep lighted those portions of the Common Area which are reasonably used by Occupants who are then open for business.

If at any time or from time to time the Occupant of a business on the Owner's Site or if Bank One desires to have any portion of the Common Area lighted during hours when it is not otherwise lighted pursuant to the terms of this Declaration, that Occupant or Bank One shall so notify the Owner and the Owner shall comply with the request of the Occupant or Bank One desiring such lighting, provided that all costs of such lighting shall be borne solely by the party requesting it or, if more than one party requests such lighting at the same time, the cost thereof, shall be equitably apportioned between the parties so requesting such lighting.

ARTICLE 5

AMENDMENT

This Declaration may be amended or otherwise modified by a writing signed and acknowledged by the Owner acting on its own behalf and on behalf of all Occupants of the Owner's Site and by Bank One.

In furtherance of Owner's right to act on behalf of all Occupants of the Owner's Site, a power coupled with an interest is hereby reserved and granted to the Owner to consent to any amendment to or modification of this Declaration on behalf of each Occupant of the Owner's Site as proxy or attorney in fact. Each deed or lease affecting Floor Area on the Owner's Site, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Owner to make, execute and record amendments to or modifications of this Declaration.

ARTICLE 6

EXPIRATION DATE

Except as otherwise provided in this Declaration, so long as the Bank Site is operated as a Financial Services Institution, this Declaration shall continue in force and effect; provided if an earlier date for expiration is required in order that this Declaration will not be invalidated or be subject to invalidation by reason of a limitation imposed by law on the duration hereof, this Declaration shall terminate on that earlier date. The easements described in Article 2.1 shall

survive any termination however, and are agreed to be for the duration of the time period the Owner's Site is utilized for retail or business purposes. Notwithstanding all of the foregoing, the easement area shown and denoted on Exhibit C as "Perpetual Easement Area" is agreed to be perpetual in duration.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Exhibits

Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

Section 7.2 Captions

The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Declaration and they shall not affect the interpretation hereof.

Section 7.3 Locative Adverbs

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., and like words, whenever the same appear herein, mean and refer to this Declaration in its entirety and not to any specific Article, Section or Subsection hereof unless the context expressly provides otherwise.

Section 7.4 Governing Law

This Declaration shall be construed and governed in accordance with the laws of Wisconsin, where the Shopping Center Site is located.

Section 7.5 Covenants Run With the Land

It is intended that the covenants, easements, agreements, promises and duties of each Occupant set forth in this Declaration shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with the land.

Section 7.6 Binding Effect of Declaration

This Declaration shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns. In the event either party hereto shall sell, convey, transfer or otherwise dispose of (hereinafter "transfer") all or any part of its interest in its respective site (other than by way of mortgage, trust deed or other instrument for financing purposes) and the party to whom the interest is sold, conveyed or transferred shall assume the transferor's obligations under this Declaration, then the transferring party shall be released of any liability for any of its obligations under this Declaration to the extent of the interest transferred from and after the date of the transfer.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to sign and seal this Declaration as of the date first above written.

DEMETRIOS DELLAPORTAS

DEMETRIOS DELLAPORTAS

BANK ONE, RACINE, N.A.

Gerald L. Schwallier

GERALD SCHWALLIER, PRESIDENT
BANK ONE, RACINE, N.A.

ATTEST:

By: Joann F. Drew
Its: SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged
before me on September 6, 1988 by
Demetrios Dellaportas.

Subscribed and sworn to before
me this 6th day of Sept, 1988.

Joseph Kent Kerr
Notary Public, State of Illinois
My commission expires: 7/25/92

This instrument prepared by:

J. Kent Kerr
Attorney at Law
415 N. LaSalle Street
Suite 700
Chicago, Illinois 60610



STATE OF Wisconsin)
) SS
COUNTY OF Racine)

This instrument was acknowledged
before me on September 7, 1988 by
Gerald Schwallier as President
of Bank One, Racine, N.A.

Subscribed and sworn to before
me this 7 day of Sept, 1988.

Marietta D. Borges
Notary Public, State of Wisconsin
My commission expires: 07-08-90

B8K72

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89°08'05" W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; run thence S 00°08'19" E 733.22 feet to a 1" diameter iron pipe stake; thence S 89°51'41" W 200.00 feet to a 1" diameter iron pipe stake; thence S 00°08'19" E 400.00 feet; thence S 89°51'41" W 1361.00 feet to the Easterly line of S.T.H. # "31"; thence N 11°49'57" E 591.07 feet on the Easterly line of said highway to a 1" diameter iron pipe stake; thence N 12°21'20" E 70.57 feet on the Easterly line of said highway to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwestly convexity whose radius is 16310.22 feet and whose chord bears N 15°04'53" E 671.12 feet; thence Northeasterly 671.17 feet on the arc of said curve and the Easterly line of Highway "31" to a 1" diameter iron pipe stake on the South line of 21st Street; thence N 88°27'33" E 694.81 feet on the South line of 21st Street to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwestly convexity whose radius is 1333.69 feet and whose chord bears S 79°22'21" E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1" diameter iron pipe stake; thence S 00°08'19" E 73.45 feet to the point of beginning. EXCEPTING THEREFROM Certified Survey Maps Nos. 1169 and 1276.

ALSO:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Tax Parcel No. 23876-17

Pt 23876-038

Pt 23876-039

EXHIBIT "B"

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1987 in Volume 4 of Certified Survey Maps, page 36, as Document No. 1243887, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-428, as Document No. 1207187, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

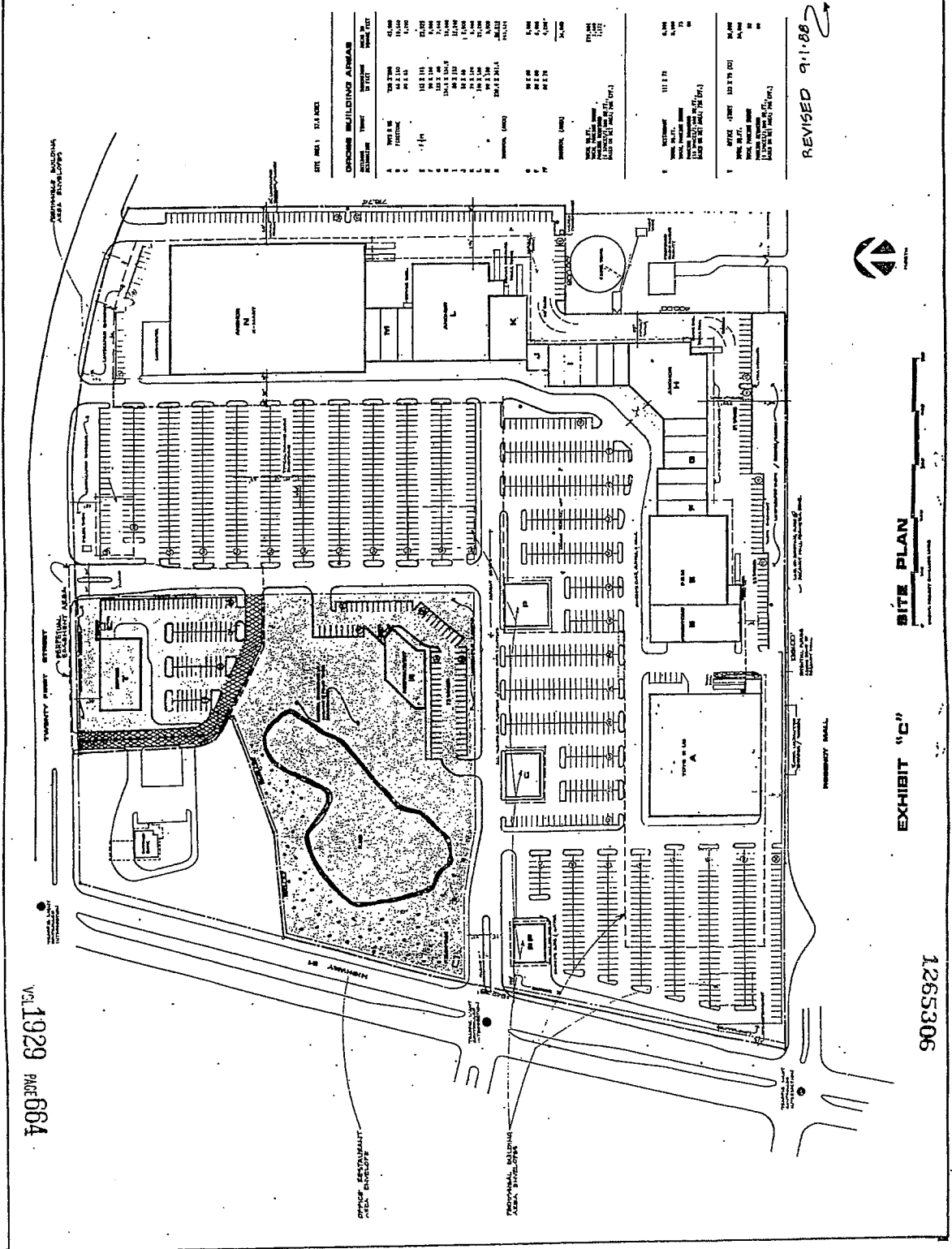
Key No. 23876-38 and 23876-39

REVISED 9.1.88



EXHIBIT "C"

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ADDENDUM TO DECLARATION OF EASEMENTS
AND RESTRICTIONS

Helen M. Schuttner
REGISTER OF DEEDS
Racine County, Wisconsin

WHEREAS, Demetrios Dellaportas is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit 1 attached hereto.

WHEREAS, Bank One, Racine, N.A., is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit 2 attached hereto.

WHEREAS, Demetrios Dellaportas and Bank One, Racine, N.A., entered into a Declaration of Easements and Restrictions regarding their respective properties on September 6, 1988. That Declaration of Easements and Restrictions has been recorded in the Racine County Register of Deeds' office in Records, Volume 1929, pages 653-664, Document number 1265306.

WHEREAS, Demetrios Dellaportas as "Owner" under the Declaration of Easements and Restrictions of September 6, 1988, wishes to construct a Toys-R-Us retail store in the southwest portion of Owner's Site, but that a portion of the building will fall outside the "permissible building

Register's Office
Racine County, Wis. } 33

Received for Record 19th day of
April A.D. 19 90 at 2:11
o'clock P.M. and recorded in Volume 2610
of Records on page 126-132

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APR 20 2010 PAGE 126

Helen M. Schuttner
Register of Deeds

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area" as defined in Section 1.9 and Exhibit "C" of the Declaration of Easements and Restrictions. The revised location of the Toys-R-Us store is shown on a site plan prepared by Jensen & Fore, Architects, dated October 26, 1989, which is attached to this Addendum as Exhibit 3.

WHEREAS, Bank One, Racine, N.A., wishes to provide its consent to Demetrios Dellaportas, as owner, to construct the Toys-R-Us retail store as shown on Exhibit 3, but does not wish to waive any other rights it has in the Declaration of Easements and Restrictions of September 6, 1988.

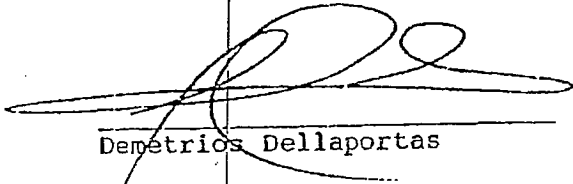
NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Bank One, Racine, N.A., on behalf of itself, and on behalf of its successor and assigns, hereby consents to the construction of Toys-R-Us retail store as shown on Exhibit 3, and to the extent that the location as shown on Exhibit 3 falls outside the "permissible building area" as defined in Section 1.9 and Exhibit "C" of the Declaration of Easements and Restrictions of September 6, 1988, and to the extent that the location of the Toys-R-Us retail store as shown on Exhibit 1 is contrary to Section 3.1 of the Declaration of Easements and Restrictions, Bank One, Racine, N.A., on behalf of itself and its successors and assigns, waives any rights it may have to the location of the Toys-R-Us retail store.

2. Bank One, Racine, N.A., hereby reserves all other rights it has under the Declaration of Easements and

Restrictions of September 6, 1988, and to the extent that paragraph 1 of this Addendum constitutes a waiver of rights, it is expressly agreed and understood by the parties to this Addendum that such waiver is made on a one time only basis, and is limited solely to the extent set forth in paragraph 1 of this Addendum, and this waiver shall not in any way be construed as conveying to owner or the successors and assigns of owner any right to similar waivers in the future.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to sign and seal this Addendum as of APRIL 2, 1990.


Demetrios Dellaportas

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 2ND day of APRIL, 1990, the above named Demetrios Dellaportas, to me known to be such person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me this 2ND day of APRIL, 1990.

Colleen A. Hanrahan
Notary Public, State of Illinois
My Commission Expires 9-23-92

" OFFICIAL SEAL "
COLLEEN A. HANRAHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/23/92

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89°08'05" W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; run thence S 03°03'19" E 733.22 feet to a 1" diameter iron pipe stake; thence S 89°51'41" W 200.00 feet to a 1" diameter iron pipe stake; thence S 00°08'19" E 400.00 feet; thence S 89°51'41" W 1361.00 feet to the Easterly line of S.T.H. # "31"; thence N 11°49'57" E 591.07 feet on the Easterly line of said highway to a 1" diameter iron pipe stake; thence N 12°21'20" E 70.57 feet on the Easterly line of said highway to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 10310.22 feet and whose chord bears N 15°04'53" E 671.12 feet; thence Northeasterly 671.17 feet on the arc of said curve and the Easterly line of Highway "31" to a 1" diameter iron pipe stake on the South line of 21st Street; thence N 88°27'33" E 694.01 feet on the South line of 21st Street to a 1" diameter iron pipe stake marking the point of curvature of a curve of Northwesterly convexity whose radius is 1333.59 feet and whose chord bears S 79°22'21" E 562.24 feet; thence Southeasterly 566.49 feet on the arc of said curve and the South line of 21st Street to a 1" diameter iron pipe stake; thence S 00°08'19" E 73.45 feet to the point of beginning. EXCEPTING THEREFROM Certified Survey Maps Nos. 1169 and 1276.

ALSO:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 10°07'00" W, along said boundary, 18.56 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" E 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Tax Parcel No. 23876-17

EXHIBIT 1

APR 2010 PAGE 130

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1967 in Volume 4 of Certified Survey Maps, page 35, as Document No. 1243867, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-429, as Document No. 1207167, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Key No. 23876-36 and 23876-39

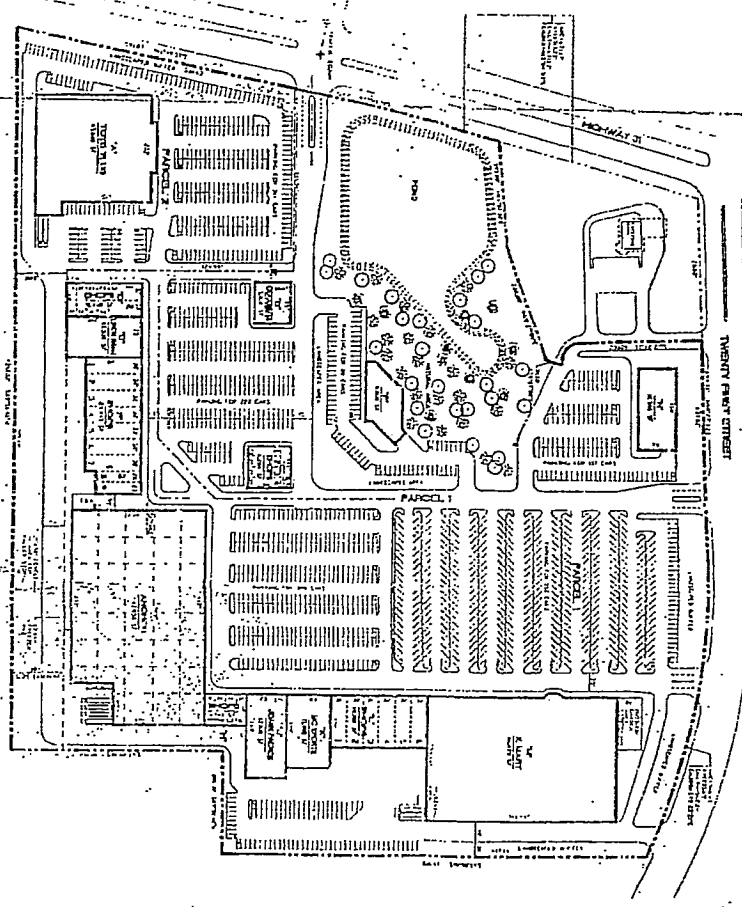
REV 2010 PAGE 131

EXHIBIT 2

SCALE IN FEET 0 100 200

SITE PLAN

SCALE 1" = 100'-0"



SITE ANALYSIS:			
SITE:			
AREA 1 (ACRES)	1.25	AREA 2 (ACRES)	1.25
AREA 3 (ACRES)	1.25	AREA 4 (ACRES)	1.25
AREA 5 (ACRES)	1.25	AREA 6 (ACRES)	1.25
AREA 7 (ACRES)	1.25	AREA 8 (ACRES)	1.25
AREA 9 (ACRES)	1.25	AREA 10 (ACRES)	1.25
BUILDING:			
BUILDING 1	10,000	BUILDING 2	10,000
BUILDING 3	10,000	BUILDING 4	10,000
BUILDING 5	10,000	BUILDING 6	10,000
BUILDING 7	10,000	BUILDING 8	10,000
BUILDING 9	10,000	BUILDING 10	10,000
BUILDING 11	10,000	BUILDING 12	10,000
BUILDING 13	10,000	BUILDING 14	10,000
BUILDING 15	10,000	BUILDING 16	10,000
BUILDING 17	10,000	BUILDING 18	10,000
BUILDING 19	10,000	BUILDING 20	10,000
BUILDING 21	10,000	BUILDING 22	10,000
BUILDING 23	10,000	BUILDING 24	10,000
BUILDING 25	10,000	BUILDING 26	10,000
BUILDING 27	10,000	BUILDING 28	10,000
BUILDING 29	10,000	BUILDING 30	10,000
BUILDING 31	10,000	BUILDING 32	10,000
BUILDING 33	10,000	BUILDING 34	10,000
BUILDING 35	10,000	BUILDING 36	10,000
BUILDING 37	10,000	BUILDING 38	10,000
BUILDING 39	10,000	BUILDING 40	10,000
BUILDING 41	10,000	BUILDING 42	10,000
BUILDING 43	10,000	BUILDING 44	10,000
BUILDING 45	10,000	BUILDING 46	10,000
BUILDING 47	10,000	BUILDING 48	10,000
BUILDING 49	10,000	BUILDING 50	10,000
BUILDING 51	10,000	BUILDING 52	10,000
BUILDING 53	10,000	BUILDING 54	10,000
BUILDING 55	10,000	BUILDING 56	10,000
BUILDING 57	10,000	BUILDING 58	10,000
BUILDING 59	10,000	BUILDING 60	10,000
BUILDING 61	10,000	BUILDING 62	10,000
BUILDING 63	10,000	BUILDING 64	10,000
BUILDING 65	10,000	BUILDING 66	10,000
BUILDING 67	10,000	BUILDING 68	10,000
BUILDING 69	10,000	BUILDING 70	10,000
BUILDING 71	10,000	BUILDING 72	10,000
BUILDING 73	10,000	BUILDING 74	10,000
BUILDING 75	10,000	BUILDING 76	10,000
BUILDING 77	10,000	BUILDING 78	10,000
BUILDING 79	10,000	BUILDING 80	10,000
BUILDING 81	10,000	BUILDING 82	10,000
BUILDING 83	10,000	BUILDING 84	10,000
BUILDING 85	10,000	BUILDING 86	10,000
BUILDING 87	10,000	BUILDING 88	10,000
BUILDING 89	10,000	BUILDING 90	10,000
BUILDING 91	10,000	BUILDING 92	10,000
BUILDING 93	10,000	BUILDING 94	10,000
BUILDING 95	10,000	BUILDING 96	10,000
BUILDING 97	10,000	BUILDING 98	10,000
BUILDING 99	10,000	BUILDING 100	10,000

1343367

AMENDMENT TO DECLARATION
OF EASEMENTS AND RESTRICTIONS

This is an Amendment to the Declaration of Easements and Restriction entered into on September 6, 1988, between Demetrios Dellaportas (hereinafter referred to as "Owner") and Bank One, Racine, N.A. (hereinafter referred to as "Bank One"), and recorded on September 7, 1988 in Volume 1929 of Records, Racine County Register of Deeds, as Document No. 1265306, Pages 653-664.

Article 3, Section 3.6, General Use Restrictions (c), is hereby amended to read as follows:

No portion of the outlots of the Shopping Center and no portion of the Natural Area may be used or occupied for a tire store. No portion of the Shopping Center shall be used for the servicing or repair of motor vehicles except as is incidental to the sale of retail goods or services.

As amended, the Declaration of Easements and Restrictions shall continue in full force and effect and shall remain binding upon the parties hereto, their successors and assigns.

Register's Office
Racine County, Wis } SS
Received for Record 20th day of
June A.D. 19 91 at 8:29
o'clock A M. and recorded in Volume 2077
of Records on page 748-752

Heinrich Schuttler
Register of Deeds

- 1 -

VGL 2077 PAGE 748

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625 16.80

4264 06 28

1600 11

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign and seal this Amendment to Declaration of Easements and Restrictions on this 18 day of June, 1991.

BANK ONE, RACINE, N.A.

By Gerald L. Schwallier
Gerald Schwallier, President,
Bank One, Racine, N.A.

ATTEST:

By [Signature]
Its: Senior Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

This instrument was acknowledged before me on 18 June 1991 by Gerald Schwallier, as president of Bank One, Racine, N.A.

Subscribed and sworn to before
me on this 18 day of June, 1991.

[Signature]
Notary Public,
State of Wisconsin
My Commission expires: 4-9-95

Security Bank of Kansas City

By W. R. Hook

** W. R. Hook

Its: Chairman and Chief Executive Officer

ATTEST:

By Carol L. Sprague

** Carol L. Sprague

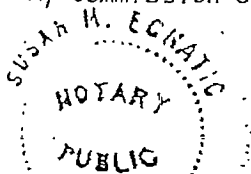
Its: Corporate Secretary

STATE OF Kansas)
COUNTY OF Wyandotte) SS

This Instrument was acknowledged before me on June 25, 1991 by
W. R. Hook and Carol L. Sprague.

Subscribed and sworn to before
me on this 25 day of June, 1991.

Susan M. Egnatic
Notary Public, Susan M. Egnatic
State of Kansas
My Commission expires: 7-17-91



This Instrument drafted by:
Carol L. Sprague
Capwell and Berthelsen
601 Lake Avenue
Racine, WI 53403
(414) 637-1266

Parcel 1:

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 & 23876-40

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 4, 1967 in Volume 4 of Certified Survey Maps, page 36, as Document No. 1243887, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 425-428, as Document No. 1207187, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an Iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an Iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an Iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Key No. 23876-38 and ~~23876-39~~

This instrument was prepared
by and after recording should
be returned to:

Andrew J. Annes, Esquire
Schenk, Annes, Brookman & Tepper, Ltd.
311 South Wacker Drive, Suite 5125
Chicago, IL 60606-6622

RECORDED _____

2000 FEB -2 PM 4:42

MARK A. LADD
REGISTER OF DEEDSVUL
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23876-44

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS FIRST AMENDMENT TO THE DECLARATION OF EASEMENTS AND RESTRICTIONS ("Amendment") is made and entered into as of the 3 day of December, 1999, between the California State Teachers' Retirement System, a public entity, ("Owner"), Bank One, Racine, N.A. ("Bank One") and Triple H LLP, a Wisconsin limited liability partnership ("Triple H").

Recitals

A. Owner is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Owner's Site").

B. Bank One is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "B" attached hereto (hereinafter referred to as the "Bank Site") which adjoins the Owner's Site.

C. A shopping center has been developed on a portion of the Owner's Site.

D. The Bank Site is improved with a banking facility, and a vacant lot to the South.

E. To facilitate the development of their respective sites and to create certain rights, privileges and easements, and to impose certain restrictions and covenants, Owner (by its predecessor in interest, Demetrios Dellaportas and Bank One have entered into a Declaration of Easements and Restrictions dated September 7, 1988 (the "Declaration").

F. Owner intends to sell to Triple H certain real estate situated in the City of Racine, County of Racine, State of Wisconsin more particularly described in Exhibit "C" attached hereto (hereinafter referred to as the "Outparcel") which Outparcel is a part of the Owner's Site.

G. Owner, Bank One and Triple H have now agreed to modify said Declaration and allow Triple H to become a party to the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the Parties' understanding, it is agreed as follows:

1. As of the effective date of this Amendment, Triple H shall be a party to the Declaration. As of the effective date of this Amendment, any and all references to the "Owner's Site" shall be deemed to include, in the aggregate the Owner's Site exclusive of the Outparcel. As to the Outparcel, and in addition to any other obligation of Triple H as set forth in this Amendment, Triple H, for its successors and assigns, hereby assumes all obligations and burdens of the Owner with respect to the Owner's Site as set forth in the Declaration and, as of the effective date of this Amendment all obligations and burdens of Owner as to the Owner's Site shall be deemed to relate to the Owner's Site exclusive of the Outparcel.

2. Section 3.2 shall be, and the same hereby is, amended by adding the following additional language:

"Improvements to the Outparcel. The Parties acknowledge that there exists an architecturally compatible theme for the exterior of all Buildings to be constructed, placed or located the Owner's Site, the Bank One Site and the Outparcel and a parking and access scheme that meets governmental and contractual obligations of the parties. In order to insure compliance with such theme and compliance with existing obligations, Triple H shall submit to Owner detailed plans ("Plans") covering any additions, remodeling, reconstruction or other alteration which change the exterior thereof of any Building or improvements hereafter erected on the Outparcel; or which change the configuration, parking, ingress, egress or traffic flow on, onto, or over the common areas of the Outparcel for approval prior to the commencement of any such work. Upon the issuance of any disapproval or recommendation for change, Triple H and Owner shall mutually consult to establish approved Plans for the proposed work. Owner shall not arbitrarily or unreasonably withhold approval of the Plans or recommend changes in the Plans which otherwise conform with the requirements hereof, nor shall they withhold approval of exterior remodeling or exterior reconstruction which does not either substantially enlarge an existing structure, or substantially change an existing structure or common areas of the Outparcel. Approval of Plans by Owner shall not constitute assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws. No material deviation shall be made from the approved Plans. In addition, the following restrictions shall apply to the Outparcel:

- (a) any and all building restrictions contained in the Declaration shall apply;
- (b) promptly after the effective date of this Amendment, Triple H shall complete the construction of a new building on the Outparcel, containing no more than _____ square feet and substantially in conformity with

plans and specifications of Daniel R. Remo, dated 9/23/1999. All construction and improvements shall be completed in a good and workmanlike manner and in compliance with all applicable governmental rules, regulations and ordinances;

- (c) no storage of merchandise or other personality shall be permitted outside of the building on the Outparcel except for trash storage and/or removal facilities and equipment in areas approved by Owner;
- (d) no signs or banner of any type shall be permitted in the Outparcel unless approved by Owner separately or as part of the plans and specifications mentioned above. Approval of signs shall not be unreasonably withheld;
- (e) all heating and air conditioning equipment shall be screened from ground view;
- (f) no parking or storage of automobiles, trailers or similar equipment shall be permitted on the Outparcel for a period in excess of twenty-four (24) hours;
- (g) Triple H will erect and maintain proper barricades to prevent unauthorized vehicular and pedestrian traffic from entering its construction site;
- (h) all construction materials must be contained on the Outparcel;
- (i) no structure (including signs) shall exceed thirty (30) feet in height above adjacent grade (excluding roof mounted HVAC units and related screening, which shall not exceed five (5) feet in height); and
- (j) all construction on the Outparcel shall be compatible with the construction on the Owner's Site.
- (k) At no time during construction of the restaurant shall construction equipment and materials, construction vehicles, and the personal vehicles used by workers engaged in construction, block or interfere with access to and from the Owner's Site or adjacent sites.
- (l) There shall be space for stacking of not less than three (3) automobiles for each drive-up unit.

In the event of any damage or destruction to the improvements located on the Outparcel, Triple H shall either promptly repair or restore the improvements to the condition which existed prior to the damage or destruction or in the alternative raze and remove such improvements and landscape the Outparcel in a first-class manner."

3. Section 3.4 shall be, and the same hereby is, amended by adding the following additional language:

“(b) In addition to any other use permitted hereunder, and notwithstanding any other provision in the Declaration to the contrary, Triple H, and its successors and assigns, may use the Outparcel for an upscale, first class restaurant, or a restaurant substantially similar in format and style to restaurants as operated, as of the effective date of the Amendment, as *Culvers* restaurants (“Culvers’ Style Restaurants”). In addition, and only in the event the Outparcel is utilized for either a Culvers’ Style Restaurants or a first class, upscale restaurant, such use may include a single drive through window and lane.”

4. Bank One and Owner, for themselves and their respective successors and assigns, subject to the provisions of paragraph 3 hereof, hereby waive and release for Triple H and its successors and assigns, the restrictions contained in section 3.6 (a)(x) of the Declaration.

5. In addition to the provisions of the Declaration, the following additional provisions shall apply to the Outparcel:

- (a) Operation Expenses. For and in consideration of the agreements contained herein, the grant of easements, and the obligations undertaken by Owner, Triple H shall pay to Owner in equal monthly installments on or before the first day of each month, without demand, deduction, or set off, an annual fee equal to \$2,000.00, subject to adjustment as herein provided. Commencing with the first full month after the first anniversary of this Amendment, and each anniversary thereafter for the term of this Amendment, the annual fee shall be increased by the lesser of 5% of the annual fee for the immediate proceeding year or the percentage change in the Price Index during the immediately preceding year. The Price Index shall be defined as the U.S. City Average Consumer Price Index for All Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor. If at any time said Consumer Price Index is no longer issued then the term "Price Index" shall mean an index selected by comparable to said Consumer Price Index.
- (b) Signage. Owner may erect and maintain upon the Owner’s Site such suitable signs as, in its sole discretion, it may deem appropriate to advertise the Shopping Center. In addition, Owner shall have the right, permission and license to install at its sole cost and expense one pylon sign on the Outparcel in accordance with applicable zoning ordinance and such design and specifications as Owner, in its sole discretion, deems appropriate, provided such signage does not materially or adversely affect Triple H’s use of the Outparcel or visibility of its signage on the Outparcel. Provided such signage does not prevent governmental approval of the Owner proposed pylon sign, during the term of the Declaration, Triple H shall have the right, permission and license to install at its sole cost and expense on the Outparcel such pylon signs as may be permitted by applicable zoning ordinance. It is further agreed that Owner and Triple H shall each bear the total cost of the installation and maintenance of its signage identified in this paragraph, and each hereby further agrees to maintain its sign(s) during the term of the

Declaration in the same or better condition as of the date such sign(s) are originally installed. It is further agreed that Owner and Triple H shall each pay the additional costs or charges to landscape or for landscape changes resulting from the installation of its sign(s) and to pay any other charges for changes to the property resulting from signage installation. Owner and Triple H shall each pay their proportionate share of charges for utilities used for such signs as reasonably determined by Owner if, and in the event such services are shared. Triple H may not erect any such signs anywhere on the Owner's Site or on the Outparcel except as hereinbelow provided. Triple H further agrees to keep insured and to maintain any such signs, in good condition, operating order and repair at all times. If any damage is done to Triple H's signs, Triple H shall commence to repair same within five (5) days or Owner may at its option repair same at Triple H's expense. All signs of Triple H visible from the common areas of the Shopping Center shall be in good taste and shall conform to the standards, motif, and decor from time to time established by Owner for the Shopping Center and approval of any signage by Owner shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Owner hereby approves the usual and customary signage as generally utilized by "Culvers" style restaurants as of the effective date of this Amendment.

(c) Hazardous Materials.

(1) Triple H hereby agrees that all operations or activities upon, or any use or occupancy of the Outparcel, or any portion thereof, by Triple H, its assignees, and their respective agents, servants, employees, representatives and contractors (collectively, "Triple H Affiliates"), throughout the term of the Declaration, shall be in all respects in compliance with all laws then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material.

(2) Triple H agrees to indemnify, defend and hold Owner harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the term of the Declaration, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Outparcel or the Owner's Site, or any portion of either thereof caused by Triple H or Triple H Affiliates.

(3) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Outparcel by Triple H or Triple H Affiliates, Triple H shall perform or cause to be performed the Remedial Work in compliance with such law. All Remedial Work performed by Triple H shall be performed by one or more

contractors, selected by Triple H and licensed in the State of Illinois, and under the supervision of a consulting engineer selected by Triple H and approved in advance in writing by Owner. All costs and expenses of such Remedial Work shall be paid by Triple H.

(4) As used herein "Hazardous Material" shall mean any hazardous toxic waste, substance or petroleum product as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 40 U.S.C. §1801 et seq. and all amendments thereto.

(d) Maintenance.

(1) Maintenance by Triple H. Triple H agrees that it shall, without any expense to Owner, maintain or cause to be maintained all improvements on the Outparcel in good order and condition and state of repair to the standards of a first-class shopping center. Triple H further agrees that during the term of this Agreement it shall at its sole cost and expense operate, maintain, repair, replace, light and keep free of snow and ice all parking areas, sidewalks, walkways and roadways as exist from time to time on the Outparcel. Costs and expenses of operating, maintaining and repairing common areas on the Outparcel may include, without limitation, general liability and property damage insurance, lighting, striping, resealing, cleaning, sweeping, cost and expenses of planting, replanting and replacing flowers and landscaping, water and sewerage charges, electrical charges, charges for other utilities, security and reasonable professional management fees. Owner, after giving Triple H sixty (60) days, written notice, shall have the right but not the obligation to effectuate the needed maintenance or repairs, as the case may be, at the expense of Triple H.

(2) Maintenance by Owner. Owner agrees that it shall, without any expense to Triple H, maintain, or cause to be maintained all improvements on the Owner's Site in good order and condition and state of repair to the standards of a first-class shopping center. Owner agrees that during term of this Agreement it shall operate, maintain, repair, replace, light and keep free of snow and ice all parking areas, sidewalks, walkways and roadways as exist from time to time on the Shopping Center (excluding the Outparcel). Costs and expenses of operating, maintaining and repairing common areas on the Shopping Center may include without limitation, general liability and property damage insurance, lighting, striping, resealing, cleaning, sweeping, cost and expenses of planting, replanting and replacing flowers and landscaping, water and sewerage charges, electrical charges, charges for other utilities, security and reasonable professional management fees.

(e) Easements for Utilities. Triple H and Owner each hereby grant to the other, its successors and assigns:

(1) The nonexclusive, mutual, and reciprocal right and easement over and across non-improved portions of the respective Sites to tie into, connect with, and use water, sanitary and storm sewer, telephone, and electric lines, conduits, transmission

and metering devices, and other similar utility facilities situated in its respective Site (exclusive of any portion located within or under a Building or improved area), for the purpose of servicing the buildings developed or to be developed on the other's Site or installing, servicing or maintaining any sign or signs erected on the other's Site, provided (i) the tie-in is completed at the sole cost and expense of the party exercising such right, including the repair of all damage so occasioned by the same; (ii) the party exercising such right pays for all utility services consumed on the benefited parcel, whether measured by a separate metering device or apportioned on a pro rata basis by all Parcels consuming such utility service. Such pro rata determination, if necessary, shall be made on the basis of the aggregate number of square feet of buildings on the Sites concerned.

(2) Triple H hereby grants to Owner the nonexclusive right and easement over and across non-improved portions of the Outparcel to construct, reconstruct, install, repair, replace, and maintain water, storm and sanitary sewer, telephone, and electric lines, conduits, transmission and metering devices, and other utility facilities within the Outparcel (hereinafter collectively referred to as "Utilities") provided (i) such work is done at the sole cost and expense of Owner (subject to pro rata contribution from Triple H on the basis of the aggregate number of square feet of buildings on the Outparcel benefited by such work) and (ii) the foregoing right and easement is exercised at reasonable times.

(f) Easements for Use of Common Areas. Triple H and Owner each hereby grant to the other, its successors and assigns, the right, privilege and easement to use each portion of the parking areas (except to the extent that such grant of parking rights would cause the grantor thereof to be in violation of applicable governmental parking standards or requirements), sidewalks, walkways and roadways (the "Common Areas") constructed on its respective Sites as such areas may exist from time to time for its respective intended purposes; such easements to be for the non-exclusive use of the grantee thereof and its licensees and invitees, in common with grantor, its licensees and invitees, for the following purposes:

(1) easements to use the respective parking facilities for the parking of passenger motor vehicles and passage by pedestrians;

(2) easements to use the various roadways to provide ingress and egress and passage by motor vehicles and pedestrians between both Sites and the adjoining public highways or private roads and to provide passage between the various portions of both Sites; and

(3) easements to use the various sidewalks and walkways to provide passage by pedestrians between the various portions of both Sites.

(4) The easements provided in this Section are subject to the rights of each grantor to change and relocate portions or all of said areas. Neither party shall cause an obstruction in a manner which would prevent access, ingress or egress to the Common

Areas on its respective Site either from the public or private roads abutting said areas or from the other party's Site. Except as herein provided neither party shall impose any charge for parking on its Site, except by mutual agreement.

- (g) Right of First Refusal. If at any time during the term of the Declaration, Triple H, or its successors and assigns, shall receive a bona fide offer to purchase the Outparcel, then the Owner, and its successors and assigns, shall, in each instance, have the first right and option to purchase the Outparcel. Owner may exercise the purchase option by giving Triple H (or its successors or assigns) written notice of exercise within thirty (30) days of the receipt by Owner of notice of the proposed offer. Upon exercise, this option shall become a binding contract of sale, and not later than ninety (90) days after Owner's notice, Triple H shall convey title to the Outparcel to Owner or its nominee by a recordable special warranty deed. Closing shall take place at the office of Chicago Title Insurance Company, Racine, Wisconsin, or such other title company as shall be approved by Owner (the "Title Company"), in escrow. The sale shall be closed through escrow in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company with such special provisions inserted in the escrow agreement as may be required to conform with this Amendment. Upon creation of said escrow, payment of purchase price and delivery of deed shall be made through escrow. The escrow costs shall be divided equally between the parties. Triple H shall pay state and county transfer taxes. Local taxes should be paid according to custom. Triple H shall provide title insurance in form reasonably acceptable to Owner. Closing shall be contingent upon Owner completing within thirty (30) days, its due diligence to determine the condition of the Outparcel and if for any reason Owner determines that it will not complete the purchase, it shall notify Triple H within such thirty (30) day period and Owner's obligation to purchase shall be null and void. Triple H shall cooperate and provide Owner with access to the Outparcel during such thirty (30) day period to complete its investigation and due diligence.

- (h) Successors. The provisions of section 5 of this Amendment shall be binding upon, and insure to the benefit of, Owner and Triple H, and each said party's respective successors or assigns. The provisions of this section 5 of this Amendment may be amended by the agreement of Owner and Triple H or each such party's respective successor or assign.

6. Definition of Terms. As used herein, all terms not specifically defined herein shall have the same meaning as set forth in the Declaration.

7. Agreement in full force and effect. Except as specifically modified hereby, the Declaration shall remain in full force and effect and unmodified.

8. Effective Date. This First Amendment to the Declaration shall become effective upon recordation.

9. Indemnifications. Each of the parties shall indemnify and hold the other party harmless of and from any and all loss, cost, liability, damage, injury or expense, including reasonable attorney's fees, which may arise by reason of any violation of law, ordinance or regulation or by reason of injury

to or death of a person(s), damage to property, or claims of lien for work performed and/or materials or supplies furnished, or arising out of or in connection with the use of the parking area on the indemnifying party's parcel, or arising from or in connection with the willful or negligent acts or omissions of the indemnifying party or its agents, servants, contractors, employees or successors in interest.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Declaration of Easements and Restrictions to be executed by their duly authorized representatives effective as of the day and year first above written.

Bank One, Racine, N.A., a _____
corporation

By: [Signature]
Name: WILLIAM STEELE JR
Title: VICE PRESIDENT

Attest:

By: _____
Name: _____
Title: _____

Triple H LLP, a Wisconsin limited liability
partnership

By: [Signature]
Name: PETER M. HAMAN
Title: PARTNER

Attest:

By: [Signature]
Name: Timothy C. Haman
Title: Partner

CALIFORNIA STATE TEACHERS'
RETIREMENT SYSTEM, a public entity

By: [Signature]
Name: PATRICK MITCHELL
Title: Chief Investment Officer

By: _____

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT A

OWNER'S SITE

Parcel 1:

That part of the west 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. #31; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

Excepting therefrom:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

EXHIBIT B

BANK SITE

Lot 1 of Certified Survey Map No. 1276, recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 9, 1987 in Volume 4 of Certified Survey Maps, page 36, as Document No. 1243887, being part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

AND

Lot 1 of Certified Survey Map No. 1169, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 30, 1986 in Volume 3 of Certified Survey Maps, pages 426-428, as Document No. 1207187, being part of the Southwest 1/4 and the Northwest 1/4 of Section 24, Town 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

A 17.5 foot wide strip of land located in the Northwest 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, Racine County, Wisconsin and described as follows: Begin at the Northeast corner of Certified Survey Map No. 1169; thence S 1°32'27" E, along the East line of said C.S.M. No. 1169, 230.00 feet to an iron pipe and the North line of Certified Survey Map No. 1276; thence along the boundary of said C.S.M. No. 1276, along the arc of a curve to the left, radius 30.00 feet, whose chord bears S 46°32'27" E 42.43 feet, 47.12 feet to an iron pipe; thence N 88°27'33" E, along said boundary, 10.00 feet to an iron pipe; thence S 18°07'00" W, along said boundary, 18.58 feet; thence S 88°27'33" W 3.75 feet; thence along the arc of a curve to the left, radius 47.50 feet, whose chord bears N 46°32'27" W 67.18 feet, 74.61 feet to the South line of Certified Survey Map No. 1169; thence N 1°32'27" W 230.00 feet to the North line of said C.S.M. No. 1169, which is also the South line of 21st Street; thence N 88°27'33" E 17.50 feet to the point of beginning.

Key No. 23876-38 and ~~23876-39~~

EXHIBIT C

OUTPARCEL

LOT 1 OF CERTIFIED SURVEY MAP NO. 1986, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{2}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, ON SEPTEMBER 5, 1997 IN VOLUME 6 OF CERTIFIED SURVEY MAPS, AT PAGE 70, AS DOCUMENT NO. 1593585. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1; RUN THENCE N $88^{\circ} 27' 33''$ EAST 17.70 FEET; THENCE SOUTH $01^{\circ} 32' 27''$ EAST 213.00 FEET; THENCE SOUTH $45^{\circ} 48' 16''$ EAST 41.20 FEET, THENCE SOUTH $18^{\circ} 07' 00''$ WEST 18.58 FEET; THENCE SOUTH $88^{\circ} 27' 33''$ WEST 10.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH $46^{\circ} 32' 27''$ WEST 42.43 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH $01^{\circ} 32' 27''$ WEST 230 FEET; THENCE NORTHWESTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH $01^{\circ} 32' 27''$ WEST 230.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 21ST STREET AND THE POINT OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

STATE
~~CITY~~ OF WISCONSIN)
COUNTY OF MILWAUKEE)

SS.

I, Maxine E. Haas, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that William Steele, Jr., a Vice President of Bank One Racine,
NA, a _____ corporation, is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such Vice President appeared before me this day in
person and acknowledged that he/~~she~~ signed and delivered said instrument as his/~~her~~ own free and
voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set
forth.

GIVEN under my hand and Notarial Seal, this 3rd day of December,
1999.

Maxine E. Haas
Notary Public Maxine E. Haas

My Commission expires: June 25, 2000

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sandra L. Carlson, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Peter U. Hamon & Timothy C. Hamon Partners of Triple H
LLC, a Wisconsin limited liability partnership, ~~is~~ are personally known to me to be the same person(s)
whose name(s) is/are subscribed to the foregoing instrument as the Partners and
That ~~of said Village~~, appeared before me this day in person and acknowledged that
~~he/she~~ they signed and delivered said instrument as ~~his/her~~ their own free and voluntary act and as the
free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21st day of JANUARY 2000
1999.



Sandra L. Carlson
Notary Public

My Commission expires: 5-4-03

STATE OF California
COUNTY OF Sacramento)
SS.

I, Mary Ann Avansino, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Patrick Mitchell, a CIO of California
State Teachers' Retirement System, is/~~are~~ personally known to me to be the same person(s) whose
name(s) is/~~are~~ subscribed to the foregoing instrument as the CIO and —
— of said public entity, appeared before me this day in person and acknowledged
that he/~~she/they~~ signed and delivered said instrument as his/~~her/their~~ own free and voluntary act and as
the free and voluntary act of said public entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25th day of January,
1999.
2000



Mary Ann Avansino
Notary Public

My Commission expires: 12-26-03

DOCUMENT #

1716541

Consent agreement

Document Number

Title of Document

SEE ATTACHED LEGAL

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 FEB -2 PM 4:41

MARK A. LADD
REGISTER OF DEEDS

VOL 1001
PAGE 091-095

18'

Record this document with the Register of Deeds

Name and Return Address:

Atty Andrew Annes

Schenk, Annes, Brookman & Tepper, Ltd

311 S. Wachter Dr. Ste 5125

Chicago, IL 60606-6622

23876-44

(Parcel Identification Number)



GEOFFREY

TOYS "R" US®

www.toysrus.com

NATIONAL OFFICES: 461 FROM ROAD, PARAMUS, NJ 07652-3524

VOL
3001
PAGE
092

January 7, 2000

California State Teachers'
Retirement System
c/o William J. Horvath
Lend Lease Real Estate Investments, Inc.
455 North Cityfront Plaza Drive
Suite 3200
Chicago, IL 60611

**RE: Racine, Wisconsin
TRU#6051**

Consent

Reference is hereby made to that certain Reciprocal Easement and Operation Agreement dated July 2, 1991 ("REA") between TRU Properties, Inc. ("Toys") (successor in interest to Toys "R" Us, Inc.) and California State Teachers Retirement Systems ("CSTRS") (successor in interest to Kmart Corporation) as amended from time to time and that certain Declaration of Easements and Restrictions dated September 6, 1988 ("Declaration") between CSTRS (successor in interest to Racine Joint Venture who was successor in interest to Demetrios Dellaportas), Bank One, Racine, N.A. ("Bank One") and Toys as amended from time to time. All capitalized terms used herein shall have the same respective meanings as in the REA and Declaration unless otherwise indicated.

CSTRS is the owner of the property ("Shopping Center") legally described in Exhibit A, which property includes an outparcel ("Outparcel") which CSTRS intends to sell to Triple H LLP for the purpose of the development by Triple H LLP of a Culver's Restaurant.

CSTRS has requested Toys' waiver of Section 3.6 (x) of the Declaration which prohibits a fast food restaurant with drive-through facilities ("Restriction"), in order that Triple H LLP may locate a Culver's Restaurant at the Shopping Center.

Toys hereby waives the Restriction (and to the extent applicable, any other restrictions of the REA or Declaration which would restrict the use of the Outparcel as herein described) and consents to a fast food restaurant with drive-through facilities for

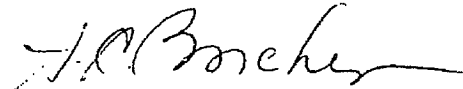
Triple H LLP to locate and operate a Culver's Restaurant, subject to and conditioned upon each of the following:

1. The Culver's Restaurant shall be located in the outlot indicated on Exhibit B attached and made part hereof.
2. The building shall not exceed 30' (thirty) feet in height.
3. At no time shall construction, construction equipment and materials, construction vehicles, and the personal vehicles used by workers engaged in construction, block or interfere with access to and from the Toys Parcel or the Shopping Center entrances and exits, including delivery, loading, and unloading access to the Toys Parcel or the Shopping Center.
4. Toys' consent is limited to Triple H LLP and its successors and/or assigns, provided that the use remains a Culver's Restaurant or a family style restaurant, materially the same as Culver's, and no alcohol is served on premises or sold for take out.
5. There shall be space for stacking of not less than three (3) automobiles for each drive-up unit.

Nothing herein contained shall be deemed to create any new or additional restrictions on the Outparcel other than as existed pursuant to the REA and Declaration. Except to the extent of the consents herein granted, all other limitations, prohibitions and exclusivity provisions of the REA and the Declaration shall remain in full force and effect. Nothing herein shall be deemed a waiver of any of the restrictions set forth in the REA or the Declaration with respect to any other party or parties, nor a waiver of any other or additional terms, covenants or restrictions set forth in the REA or the Declaration nor a creation of any new or additional restrictions.

Very truly yours,

TRU PROPERTIES, INC.



A. C. Boschen
Director - Asset Management

SUBSCRIBED and SWORN to before me
this 7th
day of January, 2000.



Notary Public

DEBORAH SALOMON

A Notary Public of New Jersey

My Commission Expires 12/03/2001

EXHIBIT A
LEGAL DESCRIPTION
OWNER'S SITE

Parcel 1:

That part of the west 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. #31; thence N 11° 43' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

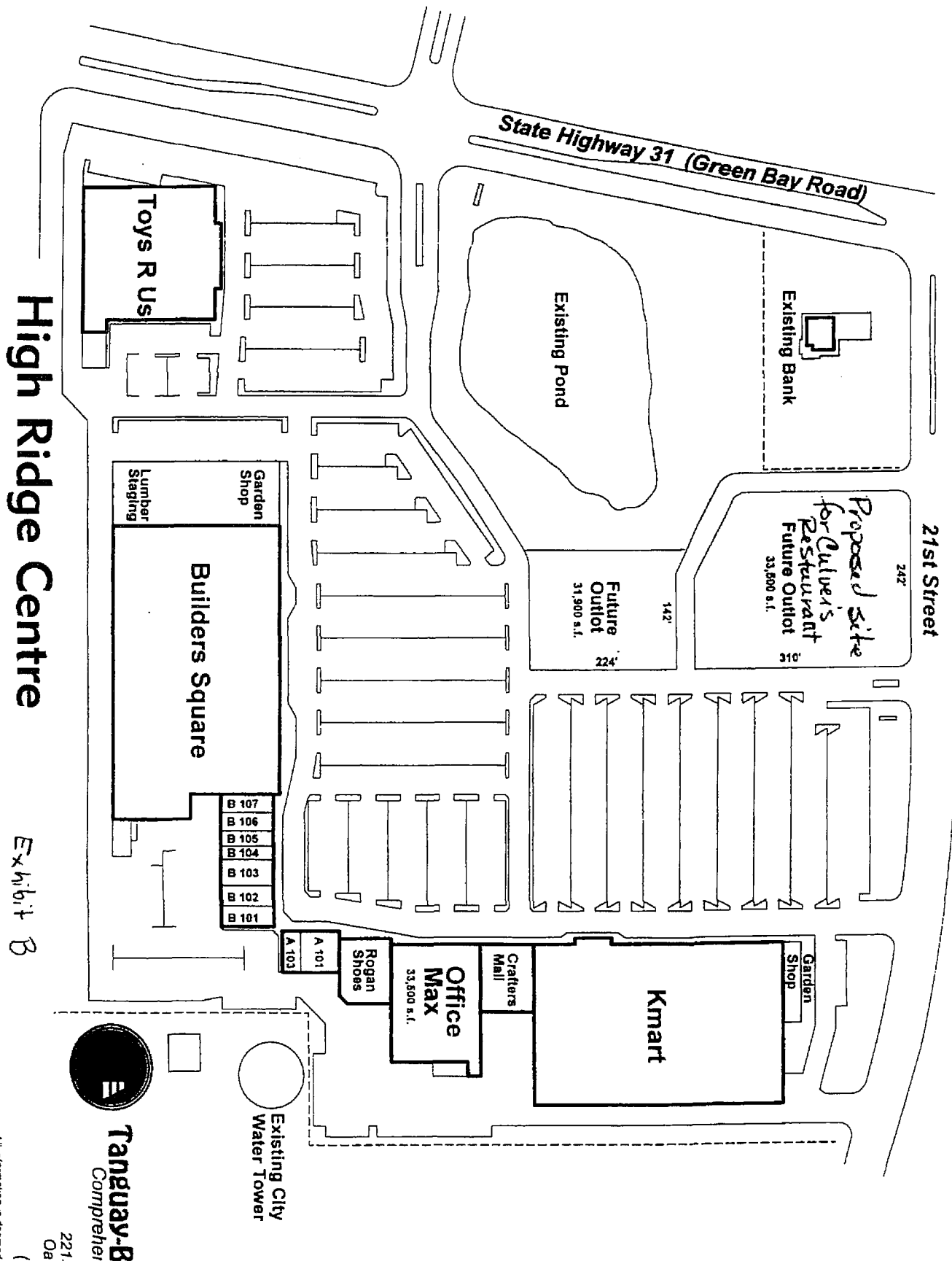
Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

Excepting therefrom:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.



All information is deemed
thereof and is subm



Tanquay-B
Compreher

221.
Oa

1716542

REGISTER'S OFFICE
RACINE COUNTY, WI

This instrument was prepared
by and after recording should
be returned to:

Andrew J. Annes, Esquire
Schenk, Annes, Brookman & Tepper, Ltd.
311 South Wacker Drive, Suite 5125
Chicago, IL 60606-6622

RECORDED _____

2000 FEB -2 PM 4:42

MARK A. LADD
REGISTER OF DEEDS

3001 096-099

16-

23876-44

WAIVER

This Waiver is made effective as of this 4th day of NOVEMBER, 1999 by
Kmart Corporation.

Recitals

A. California State Teachers' Retirement System ("Owner") is the owner in fee simple of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Owner's Site").

B. Kmart Corporation ("Kmart") is a tenant under a certain lease ("Lease") with Owner covering a portion of the Owner's Site.

C. Owner, by its predecessor in interest, Demetrios Dellaportas ("Dellaportas") and Bank One, Racine NA ("Bank One") entered into a certain Declaration of Easements and Restrictions dated September 7, 1988 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 7, 1988 in Volume 1929 of Records, at page 653, as Document No. 1265306 and a certain Addendum to Declaration of Easements and Restrictions dated April 13, 1990 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 19, 1990 in Volume 2010 of Records, at page 126, as Document No. 1308183 and a certain Amendment to Declaration of Easements and Restrictions dated June 18, 1991 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 7, 1988 in Volume 2077 of Records, at page 748, as Document No. 1343367 (hereinafter collectively referred to as the "Declaration").

D. Owner, by its predecessor in interest, Kmart and TRU, by its predecessor in interest, Toys "R" Us, Inc. ("Toys") entered into a certain Reciprocal Easement and Operation Agreement dated July 2, 1991 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991 in Volume 2078 of Records, at page 789, as Document No. 1343832, and a certain First Amendment to Reciprocal Easement and Operation Agreement dated June 25, 1992 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 19, 1992 in

Volume 2194 of Records, at page 169, as Document No. 1393873 (hereinafter collectively referred to as the "REA").

E. Owner intends to sell a portion of the Owner's Site ("Outparcel"), legally described on Exhibit B attached hereto, to Triple H LLP ("Triple H") for the purpose of the development of a restaurant with a drive-through window.

F. Pursuant to the Lease, Kmart may be entitled to benefits of the provisions of the REA and desires to waive any objection Kmart may have to the sale of a portion of the Owner's Site for the development of a restaurant.

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which the undersigned hereby acknowledges, the undersigned agrees as follows:

1. Subject to the terms and provisions herein contained, the undersigned hereby waives, to the extent applicable, any restrictions contained with the Declaration and/or REA to the sale and use of the Outparcel for the purpose of the use of the Outparcel by Triple H, and/or its successors and assigns, for an upscale, first class restaurant (with a bar), or a restaurant (with a bar) substantially similar in format and style to restaurants as operated, as of the effective date of this Waiver, as *Culvers* restaurants ("Culvers' Style Restaurants"). In addition, and only in the event the Outparcel is utilized for either a Culvers' Style Restaurant or a first class, upscale restaurant, such use may include a single drive-through window and bar.

2. The restaurant herein described shall be located on the Outparcel.

3. The building shall not exceed 30' (thirty) feet in height above adjacent grade (excluding roof mounted HVAC units and related screening, which shall not exceed five (5) feet in height).

4. At no time during construction of the restaurant shall construction equipment and materials, construction vehicles, and the personal vehicles used by workers engaged in construction, block or interfere with access to and from the Owner's Site or adjacent properties.

5. There shall be space for stacking of not less than three (3) automobiles for each drive-up unit.

6. In the event of a violation by any owner of the Outparcel of any applicable terms and provisions of the REA or Declaration, the undersigned for its successors and assigns, agrees that enforcement shall only be against the owner of the Outparcel and not the owner of the Owner's Site.

7. All other limitations, prohibitions and exclusivity provisions of the REA and the Declaration shall remain in full force and effect. Nothing herein shall be deemed a waiver of any of the restrictions set forth in the REA or the Declaration with respect to any other party or parties, nor a waiver of any other or additional terms, covenants or restrictions set forth in the REA or the Declaration.

Kmart Corporation

By: Lawrence T. Kellar

Its: LORRENCE T. KELLAR
V.P. REAL ESTATE

SUBSCRIBED and SWORN to before me

this 4th
day of November, 1999.

Amy M. Alexander
Notary Public

AMY M. ALEXANDER
Notary Public, Oakland County, MI
Commission Expires: Sept. 22, 2003

EXHIBIT A
LEGAL DESCRIPTION
OWNER'S SITE

Parcel 1:

That part of the west 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 565.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

Excepting therefrom:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Register's Office
Racine County, Wis.

SS

1343832

Received for Record 2nd day of July, A.D. 1991 at 2:19 o'clock P.M. and recorded in Volume 2078 of Records on page 789-81

RECIPROCAL EASEMENT AND OPERATION AGREEMENT

Thelen M. Schuttner

Register of Deeds

AGREEMENT, made as of this 2nd day of July, 1991, between KMART CORPORATION, a Michigan corporation ("Kmart"), having an office at 3100 West Big Beaver Road, Troy, Michigan 48034 and TOYS "R" US, INC., a Delaware corporation ("Toys") having an office at 461 From Road, Paramus, New Jersey 07652.

Preliminary Statement

Kmart is the owner of certain real property located in the City of Racine, Racine County, Wisconsin, consisting of approximately 32.6 acres more particularly described in Exhibit A annexed hereto (which together with any other property contiguous or adjacent to said property which is now or hereafter owned by Kmart shall be hereinafter called the "Kmart Parcel"). Toys has acquired certain real property consisting of approximately 5.0 acres located adjacent to the Kmart Parcel, more particularly described in Exhibit B (the "Toys' Parcel") upon which Toys intends to construct a store unit containing approximately 45,000 square feet of floor space (the "Store"). The parties recognize that for the most favorable development of the Kmart Parcel and the Toys' Parcel (collectively, the "Shopping Center") as a unified and coordinated retail sales area, it is necessary that they agree and cooperate with respect to the operation and maintenance of their respective parcels and the common areas and facilities to be erected thereon (the "Common Area") as indicated on the site plan annexed hereto as Exhibit C (the "Site Plan"), including without limitation all curb cuts, roadways, aisles, parking areas, loading areas, sidewalks and common lighting and drainage facilities. Kmart may construct buildings in accordance with present zoning regulations ("Buildings") on the Kmart Parcel providing for general use as a retail shopping center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Kmart and Toys hereby agree as follows:

ARTICLE I. EASEMENTS

Section 1.01. (a) (i) Kmart hereby grants and conveys to Toys, its successors and assigns, a non-exclusive perpetual easement, and right of use appurtenant to and for the benefit of the Toys' Parcel, to and from adjacent public roads in and over that portion of the Common Areas located on the Kmart Parcel for the purpose of pedestrian and vehicular ingress, egress, passage, delivery, parking and installation, construction, repair and maintenance of utilities servicing the Toys Parcel, if any. Kmart shall not materially alter the location of the curb cuts or roadways in the Common Area nor materially alter the quality or quantity of parking, on the Kmart Parcel without the consent of Toys, which shall not be unreasonably withheld.

(ii) The easement granted hereby shall be for the benefit of, but not restricted solely to, Toys and Toys may grant the benefit of such easement

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to its tenants or other occupants of the Toys' Parcel for the duration of such occupancy and to the agents, licensees, concessionaires, customers, employees and business invitees of Toys, its tenants or other occupants; but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

(b) (i) Toys hereby grants and conveys to Kmart, its successors and assigns a non-exclusive perpetual easement, and right of use appurtenant to and for the benefit of the Kmart Parcel, to and from adjacent public roads in and over that portion of the Common Areas located on the Toy's Parcel, for the purpose of pedestrian and vehicular (including municipal bus routes), ingress, egress, passage, delivery, parking and maintenance of utilities servicing the Kmart Parcel, if any. Toys will not alter the location of the curb cuts or roadways in the Common Areas nor materially alter the quality or quantity of parking on Toys' Parcel without the consent of Kmart, which consent shall not be unreasonably withheld.

(ii) The easements granted hereby shall be for the benefit of, but not restricted solely to, Kmart and Kmart may grant the benefit of such easements to its tenants or other occupants of the Kmart Parcel and to the agents, licensees, concessionaires, customers, employees and business invitees of Kmart, its tenants or other occupants for the duration of such occupancy; but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 1.02. Utility Easements. (a) Each Party hereby grants to the other Party, its successors and assigns, a perpetual non-exclusive easement and right of use appurtenant to and for the benefit of the grantee's Parcel in, to, over, under and across the Common Areas of the grantor's Parcel for the installation, operation, maintenance, repair, relocation and removal of sewers, water and gas mains, electric power lines, telephone lines, and other utility lines ("Utility Lines") to serve the grantee's Parcel, including without limitation the right to install and maintain manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all related facilities in a manner which does not interfere with any Common Area or building use or operation. After the initial installation of all utilities, all easements for the Utility Lines shall be subject, as to location, to the prior written approval of the Party whose Common Area is to be burdened thereby, which approval shall not be unreasonably withheld or delayed. The grantee shall repair and maintain the Utility Lines, but such repair and maintenance shall be performed except in the case of emergency only after (i) ten (10) days' written notice to the grantor and (ii) shall not be performed during the period from October 1 through December 31 of any year; the grantee shall, at its cost and expense, repair any damage to any improvements on the grantor's Parcel caused by such repair and maintenance. The grantor may, at its expense, relocate any Utility Lines after 30 days' written notice to the grantee, provided such relocation shall not be performed during the period from October 1 through December 31 of any year and shall not interrupt or diminish the utility service to the grantee's Parcel and, except in the case of emergency, shall not reduce or impair the usefulness or function of such utility.

(b) Except with respect to ground mounted transformers and emergency generators at the rear of a building or as may be necessary during periods of construction, repair or temporary service, all utilities shall be underground unless required to be above ground by the utility providing such service, or the Parties agree otherwise.

(c) If the Parties elect to install common utilities, all costs and expenses thereof may be set forth in a separate agreement between the cooperating Parties.

Section 1.03. No signs, fences, hedges, curbing, barriers, walls or other structures which would prohibit the free flow of pedestrian or automotive traffic as intended by this Agreement, shall be erected by either Kmart or Toys on the portions of their respective parcels which by the terms of this Agreement must remain Common Areas, except as indicated on the Site Plan.

Section 1.04. In connection with any construction work to be performed in the development of the Shopping Center each Party hereby grants to the other temporary easements for incidental encroachments upon the other party's parcel which may occur as a result of the use of ladders, scaffolding, store front barricades and similar facilities resulting in temporary obstructions of portions of the Common Areas, so long as their use is kept within the reasonable requirements of the construction work expeditiously pursued.

Section 1.05. Neither party shall grant an easement or easements of any type set forth in this Agreement or otherwise to any person for the benefit of property not within the Shopping Center; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility easements by Kmart on its Parcel for the benefit of adjoining property owned by Kmart provided that such easement shall not diminish any Utility Line at the Shopping Center. The foregoing notwithstanding, each Party shall be permitted to grant or dedicate utility easements on its Parcel to governmental or quasi-governmental authorities or to public utilities.

Section 1.06. Each of the parties hereto hereby agrees for itself and its successors and assigns that it will execute such documents in recordable form as may be necessary to effectuate the provisions of this Article I, including, but without limiting the generality of the foregoing, any documents granting easements, licenses, and similar rights to utility companies and governmental bodies or agencies thereof.

Section 1.07. Each Party grants to the other an easement for the term of this Agreement under, over and upon an area directly adjoining the property line between the Kmart Parcel and Toys Parcel for incidental encroachments for, among other things, overhangs for roof projections, signs or similar projections provided that no such encroachment shall, at the time such encroachment shall first occur, interfere in any way with the actual use of either party's parcel or either party's prior use of the easement granted pursuant to this paragraph, and the encroachment shall not exceed six (6) inches.

ARTICLE II. MAINTENANCE AND OPERATION

Section 2.01. (a) Kmart and Toys shall (or cause to be) at their own expense supervise(d), operate(d), manage(d), repair(ed), replace(d) and maintain(ed) all improved portions of the Common Areas located on their respective Parcels together with any enlargements thereof and including without limitation the parking areas, interior drives and lanes, curb cuts, entrances, exists, sidewalks, landscaped areas, lighting facilities, drainage facilities, and any other areas, facilities and equipment intended for and available for the common use of all of the owners of land within the Shopping Center, their tenants, customers, and business invitees, in good repair and in a safe, sound and functional condition; free from refuse, rubbish and dirt and in conformity with all governmental regulations. If any portions of the Common Areas have not been improved such areas shall be maintained in a safe and sightly condition, free of trash and regularly mowed and tended to. Operation and maintenance shall include, but not be limited to, the furnishing of or and/or payment of or for electricity, water, gas, sewer use fees, if any, labor, promptly remove all snow and ice or treating the same, cleaning, policing, maintenance equipment and tools and any personal property taxes assessed to such maintenance equipment and tools, insurance and anything else necessary for the everyday maintenance of the Common Areas and related facilities in the manner and to the standards mentioned in the prior sentences. Each owner shall re-pave, restripe and replace markings on the surface of the parking areas and driveway from time to time so as to provide for the orderly parking of automobiles and shall place or replace adequate exit and entrance and other traffic control signs to direct traffic in and out of said parking areas.

(b) (i) The Shopping Center lighting facilities and fixtures are to be designed and installed so that there is one uniform lighting system for the Common Areas with separate metering device to measure the electricity consumed by the Parties on their respective Parcels. The meters or measuring devices and lighting control switches shall be located in a control box located in an exterior, accessible location on a mutually agreeable place on each Parcel. Each Party shall be provided unlimited access to the control box wherever located in order to respond to emergency situations and to operate the exterior lighting as provided herein. The lighting specifications of the Shopping Center are set forth in the plans and specifications referenced on Exhibit D.

(ii) Kmart and Toys shall keep the Common Areas of their respective Parcels and any ring roads lighted and open to the customers of the Shopping Center seven days a week at all times during normal shopping hours which shall include the hours until 11 p.m. Monday through Friday, 10 p.m. on Saturday and 7 p.m. Sunday from January 1 through September 30 of each year and until 1 a.m. every day from October 1 through December 31 of each year ("Normal Hours"). Upon request of Toys, Kmart shall keep the Common Areas of the Kmart Parcel lighted and open for as long as Toys shall request, provided Toys shall pay for a share of the cost of said requested lighting (meaning only the cost of lighting after Normal Hours), which share shall be determined on a pro rata basis with respect to any other tenants of the Shopping Center open later than Normal Hours. Upon request of Kmart, Toys shall keep the Common Areas of the Toys' Parcel lighted and open for as long as Kmart shall request, provided Kmart shall pay for the cost of said requested lighting (meaning only the cost of lighting after Normal Hours), except if Toys remains open later than Normal Hours, Toys shall pay a

share of such cost, which share shall be determined on a pro rata basis with respect to any other tenants or occupants of the Shopping Center open later than Normal Hours.

Section 2.02. Kmart and Toys shall, during the term of this Agreement, maintain, or cause to be maintained, their respective buildings in a safe, clean, tenantable, and sightly condition and in good order and repair.

Section 2.03. The Parties shall require all occupants, tenants and subtenants to comply with the reasonable requirements of this Agreement with reference to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security against fire and theft, vandalism, personal injury and other hazards, including a prohibition against unsightly window advertising, unsightly or unsanitary accumulation of trash or other similar misuse of walkways, landscaping and loading areas.

Section 2.04. Each Party agrees to: (a) Prohibit individual merchants displaying and/or selling merchandise in the Common Areas on its Parcel except for sidewalk sales in connection with Shopping Center wide promotional sales immediately in front of the stores conducting such sales provided (i) such sales are not held more than four (4) times in any calendar year and for no more than three (3) days at any one time; (ii) the sidewalks still be used for their intended purpose, and (iii) no such sales can be held during October, November or December of any year. The parties acknowledge and agree that nothing contained in this Agreement shall be construed so as to prohibit the sale of merchandise from the Kmart Garden Area, as depicted on Exhibit C.

(b) Prohibit other activities in the Common Areas on its Parcel, other than providing ingress and egress, parking and the like for customers, invitees and business visitors of the Shopping Center insofar as their activities relate to the intended use of the Building Area of the Shopping Center, unless prior written consent of the other Party is obtained. Notwithstanding anything contained herein, no Party shall permit or extend the benefits of this REA to any person or individual engaging in the following activities on the Common Area:

- (i) Exhibiting any placard, sign, or notice;
- (ii) Distributing any circular, handbill, placed, or booklet;
- (iii) Soliciting memberships or contributions (excluding such charitable organizations as the Parties may agree);
- (iv) Parading, picketing, or demonstrating; and
- (v) Failing to follow regulations relating to the use of the Shopping Center which regulations will be applied equally and in a non-discriminatory manner to all tenants of the Shopping Center and will not require payments of money to Kmart by any tenant.

(c) Not use its Parcel for other than retail sales and services (provided any services located on the Shopping Center shall be of the type defined below and shall in no event be located in more than fifteen (15%) of the total Floor

Area on any Parcel). Services shall mean only those services such as retail financial institutions, real estate and stock brokerage offices, travel agencies and other uses providing services directly to the public for fees which are commonly found within first-class retail shopping centers in the Racine/Milwaukee Metropolitan Area. Notwithstanding the foregoing, no use or service shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail shopping center.

Section 2.05. (a) Toys shall indemnify and hold Kmart harmless (except for loss or damage resulting from the tortious acts of Kmart, its agents or employees) from and against any and all claims, actions, suits, judgments, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Toys' Parcel, or occasioned wholly or in part by any act or omission of Toys, its agents, contractors, employees, servants or licensees.

(b) Kmart shall indemnify and hold Toys harmless (except for loss or damage resulting from the tortious acts of Toys, its agents or employees) from and against any and all claims, actions, suits, judgments, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Kmart Parcel, or occasioned wholly or in part by any act or omission of Kmart, its agents, contractors, employees, servants or licensees.

(c) Each Party shall obtain and maintain at all times public liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of all Common Areas in the Shopping Center by customers, invitees, licensees and employees of Kmart, Toys and Kmart's tenants in the Shopping Center. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Wisconsin and having limits for bodily injury or death in the amounts of not less than \$5,000,000 for injury to or death of one person, \$5,000,000 for injury to or death of more than one person in one accident and property damage insurance in an amount not less than \$100,000. Such insurance shall with respect to the Common Areas of each parcel name all of the parties hereto or their successors as additional insureds thereunder. Such insurance shall provide that the insurance may not be cancelled without at least ten (10) days' prior written notice being given by the insurer to each party named as an additional insured. Each party shall pay or cause to be paid, the cost of such insurance for its respective parcel. Either Party may self-insure as to any liability for which insurance is required hereunder provided such party taken together with any parent, subsidiary, affiliate, controlled or controlling entities have a net worth, computed in accordance with generally accepted accounting principals consistently applied, of at least \$50,000,000.

Section 2.06. (a) Kmart and Toys each covenant to pay with respect to its Parcel, all real estate taxes and assessments thereon, all water and sewer rents, and also all charges for utility services applicable to each party's improvements and all assessments hereafter made by governmental authorities for improvements hereafter commenced.

(b) Upon the separate assessment of each Parcel for real estate tax purposes by the Racine County Assessor, then either Kmart or Toys may defer payment of any such taxes, assessments or rents payable by either such Party with respect to its Parcel, while contesting or appealing the validity and/or amount thereof, provided such contest shall be in good faith pursuant to law and that the contesting party shall, upon receipt of a final adverse ruling or decision pay any such taxes, assessments or rents payable and take such steps as may be necessary to insure the foreclosure will not occur.

ARTICLE III. RESTRICTIONS

Section 3.01. Neither Toys nor Kmart shall construct or permit to be constructed any buildings or structures of any kind in the Shopping Center except in the areas designated as "Building Areas" or "Toy Store" on the Site Plan. No Building or structure shall exceed one (1) story in height. In no event shall any building or structure on the Shopping Center exceed the maximum gross floor area indicated on the Site Plan or a maximum height (including the height of any parapet wall, mansard or other architectural treatment, whether structural or non-structural, or any rooftop HVAC equipment, as measured from the lowest surrounding ground elevation to the highest point on such building or structure) as follows:

<u>PARCEL</u>	<u>BUILDING HEIGHT RESTRICTION</u>
(i) Kmart's Parcel	35'
(ii) Outparcel C	30'
— (iii) Outparcel R	30'
(iv) Outparcel T	30'
(v) Toys Parcel	35'

Except for initial construction, emergency situations, and work completed to the Kmart Store, no exterior construction shall be permitted during the period from October 1 through December 31 of any year without the prior written consent of Toys, which consent may be withheld in Toys' sole discretion.

Section 3.02. (a) Kmart shall operate its portion of the Common Areas so as to maintain at least 5 parking spaces for every 1000 square feet of retail space constructed on the Kmart Parcel. Such parking spaces shall be at least 9 feet in width by 18 feet in length with 20 feet between parking aisles (56 foot center line base), suitably marked by painted stripes, are at all times available, together with driveways, entrances, exits and sidewalks. Kmart and Toys agree that no metered or other parking charge shall be made by either party on any part of their respective parcels (except a Common Area operation and maintenance charge paid by owners or tenants), it being the intention of the parties hereto that the right to park in the Common Areas shall be free of any charge whatsoever except as above indicated.

(b) With respect to any outparcel shown on the Site Plan, if a business use contains a drive-up unit (such as remote banking facility or food ordering/dispensing facility), there shall also be created space for stacking of not less than three (3) automobiles for each drive-up unit.

Section 3.03. (a) Kmart and Toys hereby covenant and agree that no part of either the Kmart Parcel or Toys Parcel may be used for any purpose other than a retail shopping center operation oriented to the retail sale of consumer goods or services as provided in this Agreement. All uses made, conducted or permitted on or with respect to all or any part of the Shopping Center shall be compatible with the development or operation of a shopping center.

(b) Neither Toys nor Kmart will lease or sublease or permit the use of any portion of the Shopping Center, or any future expansion thereof to any tenant whose business creates strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates unusual fire, explosive or other hazards or is used, in whole or in part, as or for warehousing, the dumping or disposing of garbage or refuse, catering halls, theatres, movie theatres, off-track betting parlors, bars, night clubs, discotheques, bowling alleys, so-called "head shops", car washes, auto body shops, unsupervised amusement arcades or game rooms, amusement centers, billiard parlors, funeral parlors, automobile (used or new) dealerships, skating rinks, health spas, or massage parlors. Kmart shall not permit Building C, as depicted on Exhibit C, to be used or occupied as a full service restaurant containing a bar.

(c) Neither Toys nor Kmart shall lease, rent or permit any other premises in the Shopping Center to be used or occupied as an adult book store or a store selling or exhibiting pornographic materials. As used herein, "an adult book store or store selling or exhibiting pornographic materials" shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational (collectively "Sex Magazines"), or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated "X" by the Motion Picture Rating Association, or any successor thereto ("X-Rated Videos"). Notwithstanding the foregoing, the following shall be permitted in the Shopping Center, (i) the sale of such adult magazines as may be carried by a convenience, drug, record or full-line book store (provided same do not exceed 10% of its stock and are contained in paper sleeves), and (ii) a full line video store with no more than 10% of its stock consisting of X-Rated Videos (provided such X-Rated videos are kept behind the counter and not on display).

Section 3.04. Subject to existing leases, Kmart shall not operate or lease or permit to be leased or operated any other adjacent property owned by it, for the principal use or purposes of the sale of (i) toys, juvenile furniture, wheel goods, family and adult games, electronic games, computers, or other items as are customarily carried by a modern toy store or (ii) infants, juvenile and children's clothing, shoes, accessories, furnishings or apparel. For purposes hereof, the incidental sale (as measured by the size of sales area or sales volume) of such items in connection with the overall business of another operator or tenant shall not be deemed a violation thereof. This Section shall not apply to: (a) the operation of a general merchandise department store by Kmart or a

wholly owned subsidiary of Kmart on the Kmart Parcel, or (b) the incidental sale of such items in an area not greater than 2,500 square feet in the aggregate.

Section 3.05. Toys and Kmart agree that the plans and specifications of each sign to be erected on their respective parcels shall be approved by Kmart and Toys prior to their installation. Such approval not to be unreasonably withheld or delayed. "Signs" is defined to include but not be limited to, projecting store signs and (painted) wall signs. Kmart and Toys shall have the right to request that the City of Racine permit the construction of a pylon sign on their respective Parcels. Kmart has approved the plans and specifications of the Toys pylon sign as set forth on Exhibit F. If the City of Racine permits the erection of only one (1) pylon sign and store identification signs thereon for the Shopping Center, then: (a) Kmart shall construct the sign, (b) Toys shall be permitted to place its identification sign in the second position immediately below Kmart, (c) Toys shall pay a share of the cost of construction of the pylon sign (excluding store identification signs) equal to Toys share of the area of the sign, and (d) Toys shall pay a share of the cost of the maintenance and operation expenses of the pylon sign equal to Toys share of the area of the sign. The location of the sign shall be as designated on the Site Plan.

Section 3.06. Prior to the termination date of this Agreement, and except as permitted in Section 5.01(a), none of the Buildings constructed in the Shopping Center shall be razed or removed from their respective Building Areas, as shown on the Site Plan except as may be necessary prior to rebuilding following destruction or damage or condemnation and except in contemplation of rebuilding such building subject to the provisions of the Agreement. In the event of such rebuilding, following destruction, damage, condemnation, or razing in contemplation of rebuilding, any such new building constructed by any party hereto or repair or reconstruction of an existing building, shall be of the same height and substantially the same specifications as the previous building or the partially destroyed building (as applicable) and shall be constructed within the "Project Envelope Lines" shown on the Site Plan.

ARTICLE IV. CONSTRUCTION

Section 4.01. It is the present intention of Toys and Kmart that pursuant to the terms of a certain Development Agreement between Toys and Kmart, that the parties hereto be responsible for construction of the Common Areas in their respective parcels.

Section 4.02. Standards of Construction. Any construction (which word, as used in this Article, includes, without limitation, initial construction and, except where otherwise specified, alterations, restoration, repair, rebuilding, modernization, expansion, demolition, razing and new construction) which shall or may be performed by the Parties, shall be subject to and in accordance with the following requirements and standards:

(a) All initial improvements constructed on the Toys Parcel shall be completed in accordance with the exterior plans and specifications thereof approved by Kmart.

(b) Upon commencement of any construction in the Shopping Center, each Party shall diligently prosecute said construction to completion in accordance with the terms of this Agreement;

(c) All construction shall be performed in a good and workmanlike manner using first-class materials and in accordance with all applicable laws, ordinances, rules and regulations and the exteriors of all Buildings shall be in general architectural harmony with the exteriors of the other Buildings in the Shopping Center;

(d) Each Party shall perform its construction so as not to:

(i) cause any unreasonable increase in the cost of construction of the other,

(ii) unreasonably interfere with the construction of the other and/or any other construction being performed on the Shopping Center or any part thereof, and

(iii) unreasonably impair the use, occupancy or enjoyment of the Shopping Center or any part thereof by any occupant or tenant.

(e) Each Party shall use its best efforts to cause its architects, contractors and subcontractors to cooperate and coordinate its construction with the architects, contractors and subcontractors of the other to the extent reasonably practicable to achieve the objectives set forth in the preceding Section 4.02(c);

(f) In the event any Party's building or buildings shall be under construction and shall not have been substantially completed, and at such time other buildings in the Shopping Center shall have opened for business (to the extent that the remaining construction work to be performed could reasonably be deemed to constitute a hazardous condition for the use of the Common Area or other buildings, or detract from the attractiveness, which would otherwise exist, of the improvements on the Shopping Center or in the event that any Party's later alteration, restoration, repair, rebuilding or modernization or new construction could reasonably be deemed to constitute such a hazardous condition or to detract from the attractiveness of the Buildings in the Shopping Center, as the case may be, which shall have opened for business, such Party will, as promptly as reasonably possible, erect an adequate and attractive appearing construction barricade, or other protective device, at or substantially near (but not more than 5 feet from) the building line (and around any work area, construction shack area or storage).

ARTICLE V. CASUALTY AND EMINENT DOMAIN

Section 5.01. (a) If any of the buildings located on the Toys' Parcel or the Kmart Parcel are damaged or destroyed by fire or any other cause, the owner of any such building or buildings shall promptly cause the repair, restoration, or rebuilding of the building so damaged or destroyed, (or if the owner of such building does not so restore, then the owner of such portion of the

Shopping Center shall cause the razing of any damaged buildings, the filling of any excavations, paving for temporary parking use, and the performance of any other work necessary to put such portion of the Shopping Center in a clean, sightly, and safe condition for use for parking purposes). If any such damage or destruction occurs during the period from October 1 to December 31 of any year, no repairs, restoration or rebuilding shall commence during said period which would interfere with the continued operation of the Store until the conclusion of said period, during which time the damaged or destroyed portion of the building will be boarded up in a clean and sightly condition and in such fashion as to make the balance of the Shopping Center safe for pedestrian and vehicular ingress and egress. If any such building, or the land underlying same, is to be leased to a third party, the owner of such building and/or the lease underlying same shall remain responsible for such restoration or razing if not performed by the tenant, notwithstanding the terms of any such lease.

(b) In the event any Common Area improvements of the Shopping Center are damaged or destroyed, the owner of the parcel to which such damage has occurred shall promptly cause the repair, restoration or rebuilding of the improvements so damaged or destroyed so that the restored portions of the Common Areas shall comply with the applicable requirements of this Agreement.

Section 5.02. In order to assure performance of their respective obligations under Section 5.01 of this Agreement, it is agreed that the owners of the respective parcels in the Shopping Center shall cause to be carried fire and extended coverage insurance on all buildings on their respective parcels in an amount not less than ninety (90%) of the reconstruction cost of such improvements, exclusive of footings and foundations, except if the owner of said parcel, or party responsible for such restoration cost, has a net worth in excess of \$50,000,000, computed in accordance with generally accepted accounting principles, said risk may be self-insured. Said insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations; or partly under such plan of self-insurance and partly under such "blanket" policies; and if the owner or other party responsible for such restoration cost has a net worth in excess of \$50,000,000, computed in accordance with generally accepted accounting principles, its policy may contain a deductible provision of up to \$250,000. Each owner shall, upon written request from the other Party, furnish to the Party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section or evidence of self-insurance capacity as hereinabove provided, as the case may be. The annual report of the parties hereto shall be sufficient evidence of their respective net worth.

Section 5.03 In the event the whole or any part of the Shopping Center shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the land and improvements so taken shall belong to the owner of the property so taken or to its tenants, as their interest may appear, and no other owner of land in the Shopping Center shall claim any portion of such award by virtue of any interest created by this Agreement provided, however, any such other owner may file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such owner resulting from the severance of the area so

taken. In the event of a partial taking, the owner of the portion of the Shopping Center so condemned shall restore the remaining portion of the Shopping Center owned by such owner as nearly as possible to the condition existing just prior to such condemnation, without contribution from the owner of the area not so taken and any condemnation accrual necessary therefore shall be held in trust and applied for such purpose provided, however, if any mortgagee of any property in the Shopping Center makes the requirement pursuant to a provision in a mortgage or other security instrument that the portion of the award representing compensation for property actually taken, as distinguished from compensation for severance damage to property not taken, be paid to the mortgagee, then the party required to make such payment to such mortgagee shall not be obligated to apply such portion of the award to restoration except to the extent necessary to clear and pave for parking and restore Common Area facilities.

ARTICLES VI. REMEDIES

Section 6.01. (a) If either Party to this Agreement shall default in the performance by such Party, then the other Party shall, in addition to all other remedies it may have at law or in equity, after thirty (30) days prior written notice (except in the event of an emergency), have the right to perform such obligation on behalf of such defaulting Party and be reimbursed by such defaulting Party for the cost thereof, together with interest thereon at the rate of two (2%) percent in excess of the prime or base lending rate charged by Citibank, N.A. for commercial loans to its most preferred commercial customers, plus reasonable collection fees. Any such claim for reimbursement, together with interest as aforesaid, shall be secured by a lien therefor and shall attach to the portion of the Shopping Center, and improvements thereon, owned by the defaulting Party effective upon recording of a notice thereof in the Office of the Recorder of Deeds for Racine County, Wisconsin. Such lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting any portion of the Shopping Center and/or improvements thereon and to any purchaser who has purchased any portion of the Shopping Center and leased it back to the preceding owner or its subsidiary on a net lease basis with the tenant assuming all obligations thereunder in what is commonly referred to as a "sale leaseback" transaction; and any purchase at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such first mortgage or deed of trust shall take title free and clear of any such then existing lien but otherwise subject to the provisions of this Agreement.

(b) In the event of a breach, or attempted or threatened breach, of any obligation of this Agreement, the other owners of portions of the Shopping Center shall be entitled forthwith to obtain injunction relief; and/or relief by all other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such proceeding shall be assessed against the land, and improvements thereon, or the interests therein, until paid in the manner provided in Section 6.01(a).

(c) No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach

of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and at law or in equity.

(d) It is expressly agreed that no breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any part of the Shopping Center, and any improvements thereon. The provisions of this Agreement shall be binding upon and effective against any owner of the Shopping Center, or any portion thereof, whose title is acquired by foreclosure or trustee's sale or any grantee by deed in lieu of foreclosure or trustee's sale.

(e) In the event any Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war, or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

ARTICLE VII. TERM

Section 7.01. The term of this Agreement shall be for ninety-nine (99) years commencing on the date this Agreement is executed by the parties hereto, except the ingress and egress and utility easements or other easements granted herein, which shall survive the termination of this Agreement and continue in perpetuity.

ARTICLE VIII. EFFECT ON OTHER INSTRUMENTS

Section 8.01. Kmart shall, within thirty (30) days of the date hereof, obtain, in recordable form, an agreement from every present mortgagee, trustee under any deed of trust or other party with an interest in the Shopping Center setting forth that the rights of such mortgagee, trustee or other party are subordinate and subject to this Agreement. Any mortgage or deed of trust or other instrument which shall be executed after the date hereof affecting any portion of the Shopping Center shall at all times be subject and subordinate to the terms of this Agreement, unless otherwise provided herein and the parties shall upon request of the other party hereto obtain a written confirmation of such subordination, in recordable form, from any such mortgagee, trustee or other party obtaining an interest in any portion of the Shopping Center; and any party

foreclosing any mortgage or deed of trust affecting any portion of the Shopping Center or acquiring title thereto by deed in lieu of foreclosure or trustee's sale shall acquire title to such premises subject to all of the terms of this Agreement. In any event, the parties hereto shall, at all times, comply with the terms and conditions of every mortgage, deed of trust or other agreement affecting its Parcel whether superior or subordinate to this Agreement, and in the event either party has any notice that it is in default of any such mortgage, deed of trust or other document, such party shall immediately notify, in writing, the other party hereto that it has received such a notice.

Section 8.02. Each and every agreement, covenant, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto but also as owner of a portion of the Shopping Center and shall constitute equitable servitude on the portion of the Shopping Center owned by such party appurtenant to and for the benefit of any part of the Shopping Center. Any transferee of any part of the Shopping Center shall automatically be deemed, by acceptance of the title to any portion of the Shopping Center, to have assumed all obligations of this Agreement relating thereto and to have agreed with the then owner or owners of all other portions of the Shopping Center to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. If any transferor shall expressly condition the transfer of its interest in such portion of the Shopping Center on the assumption by its transferee of the obligations imposed on such transferor, such transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except such liability as may have arisen during its period of ownership of the portion of the Shopping Center so conveyed and which remains unsatisfied.

Section 8.03. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns and that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE IX. NOTICES

Section 9.01. Any notice, report or demand required, permitted or desired to be given under this agreement ("Notice"), shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the date of delivery (or refusal) by registered or certified mail, return receipt requested, or by nationally recognized overnight delivery service, to the respective parties and their mortgagees of which the party giving notice has actual knowledge, addressed as follows, or to such other addresses as the parties may from time to time designate by notice:

If to Kmart: K MART DEVELOPMENT
 K MART CORPORATION
 3100 West Big Beaver Road

Troy, Michigan 48084
Attn: Michael E. Dowdle, Esq.

with a copy to:

Erik J. Stone, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
525 N. Woodward Ave.
Bloomfield Hills, MI 48304

If to Toys:

TOYS "R" US, INC.
461 From Road
Paramus, New Jersey 07652
Attention: Sr. Vice President - Real Estate

with a copy to:

Vice President - Real Estate Counsel

ARTICLE X. MISCELLANEOUS

Section 10.01. Each party, without cost or expense to the other party, shall promptly comply or cause compliance with all laws, ordinances, rules and regulations of any governmental authority having jurisdiction which may at any time be applicable to buildings and improvements contained within the Building Area on its parcel; provided, however, that each party shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity of application of any such law, ordinance, rule or regulation and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay would render the Shopping Center, or any portion thereof, liable to forfeiture, involuntary sale or loss, or result in involuntary closing of any business conducted thereon, or subject the other party to civil or criminal liability in which case the affected party shall immediately take such steps as may be necessary to percent any of the foregoing, including posting bonds or security or complying with such law, ordinance, rule or regulation. If compliance with any such law, ordinance, rule or regulation would prevent the party to whose parcel such law applies from performing any of its obligations under this Agreement, and such party does not contest the applicability or validity of such law, ordinance, rule or regulation, the other party may contest same at such party's expense in accordance with the procedures and subject to the limitations hereinabove set forth, and during the pendency of such contest, the party whose parcel is affected shall delay compliance in accordance with the provisions contained hereinabove. Each non-contesting party shall cooperate to the fullest extent necessary with any contesting party in any proceeding undertaken pursuant to this provision, including execution of necessary documents or consents to such contest, provided all costs and expenses incurred with respect to such cooperation shall be paid by the contesting party and provided, further, that a party or its parcel shall not thereby incur any civil or criminal liability.

Section 10.02.(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or

circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) Any party may, at any time and from time to time, in connection with the sale or transfer of its parcel, or in connection with the financing or refinancing of said parcel by bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to the other party requesting such party to execute a certificate certifying that the party making such request is not in default in the performance of its obligations under this Agreement, or, if in default, describing therein the nature and amount of any default. A party shall execute and return such certificate within thirty (30) days following its receipt therefor. Failure by a party to so execute and return such certificate within the specified period shall be deemed an admission on such party's part that the party requesting the certificate is current and not in default in the performance of such party's obligations under this Agreement. The parties acknowledge that such certificate may be relied upon by transferees, mortgagees, deed of trust beneficiaries and leaseback-lessors.

(g) Nothing contained in this Agreement shall be deemed to impose, either explicitly, implicitly or constructively upon any party an obligation to remain open and operating for any period or in accordance with any operating schedules.

(h) Each and all of the covenants of Kmart and Toys contained in this Agreement which meet the criteria as covenants running with the land in the state in which the Shopping Center is located, shall run with the land and are intended to and bind each and every person having any fee, leasehold or other interest in any part of the Kmart or Toys, Parcel, as the case may be, at any time and from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

KMART:

KMART CORPORATION, a Michigan corporation

By: M. L. Skiles
M. L. Skiles, Vice President

TOYS:

TOYS "R" US, INC., a Delaware corporation

By: Michael Paul Miller
Sr. Vice President - Real Estate

THIS AGREEMENT PREPARED BY
AND WHEN RECORDED RETURNED TO:

Sean D. Major, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
175 North Franklin Street
Chicago, Illinois 60606-1826

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this the 27 day of June, 1991, before me, the undersigned notary, personally appeared M.L. Skiles, who acknowledged himself to be a Vice President of Kmart Corporation, a Michigan corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janine K. Schumacher
Notary Public
My commission expires: 9-30-92

JANINE K. SCHUMACHER
Notary Public, Oakland County, Mich.
My Commission Expires September 30, 1992

-17-A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

KMART:

KMART CORPORATION, a Michigan corporation

By:

M. L. Skiles, Vice President

TOYS:

TOYS "R" US, INC., a Delaware corporation

By:

Michael Paul Miller
Sr. Vice President - Real Estate

THIS AGREEMENT PREPARED BY
AND WHEN RECORDED RETURNED TO:

M. K. Sell 6/25/91

Sean D. Major, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
175 North Franklin Street
Chicago, Illinois 60606-1826

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this the _____ day of _____, 1991, before me, the undersigned notary, personally appeared M.L. Skiles, who acknowledged himself to be a Vice President of Kmart Corporation, a Michigan corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires:

STATE OF New Jersey
COUNTY OF Bergen) ss.

On this the 25th day of June, 1991, before me, the undersigned notary, personally appeared Michael Paul Miller, who acknowledged himself to be a Vice President of Toys "R" Us, Inc., a Delaware corporation, and that he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine Hagemann
Notary Public
My commission expires:

CHRISTINE HAGEMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 8, 1994

C:\WP51\11335\1394TOYS.REA

EXHIBIT A
Legal Descriptions of
the Kmart Parcel

Parcel 1:

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 05" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2:

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Tax Parcel No. 23876-17 and 23876-40.

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Excepting therefrom:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

EXHIBIT B

Legal Description of the Toys Parcel

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

23876-042

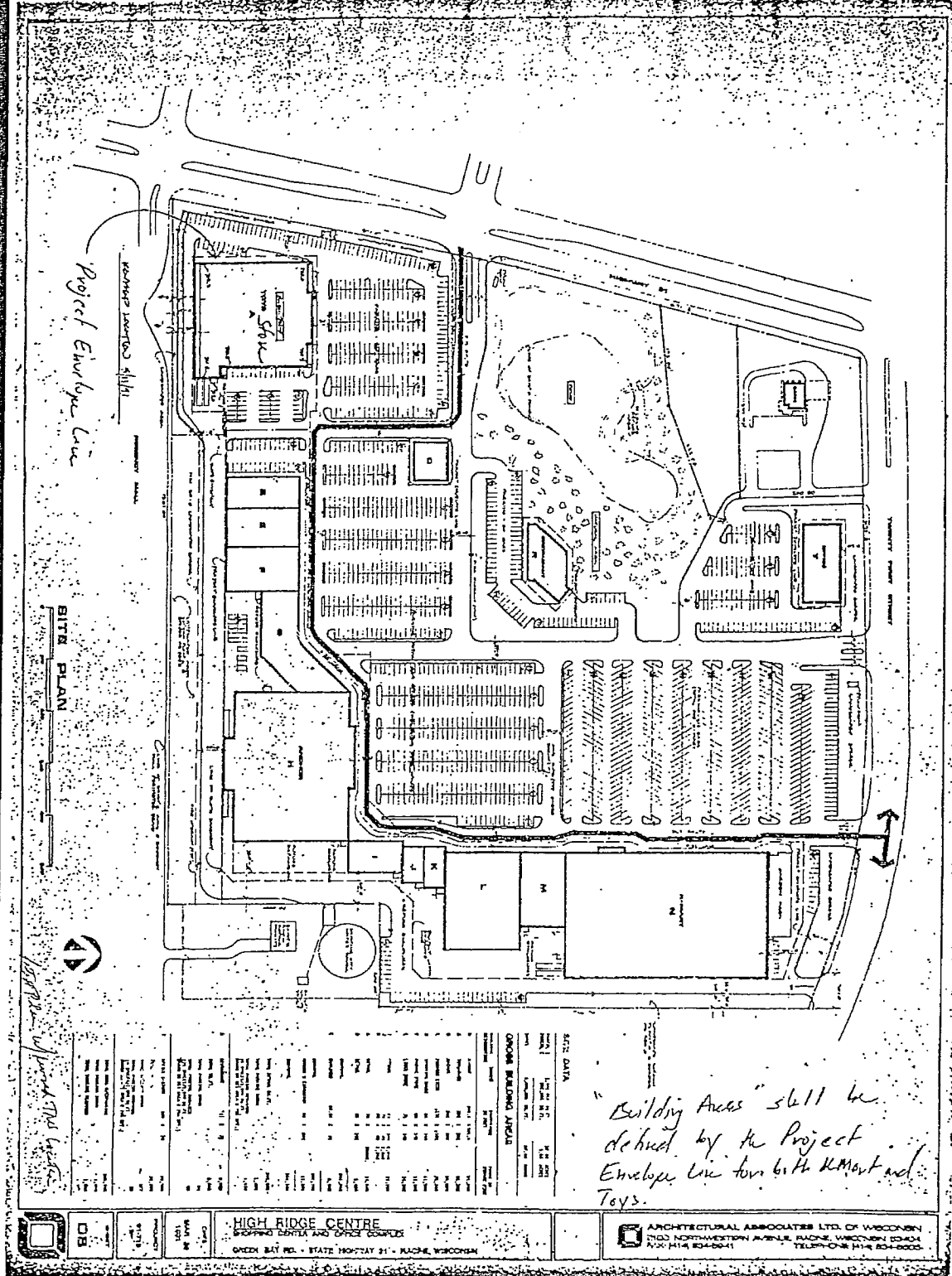


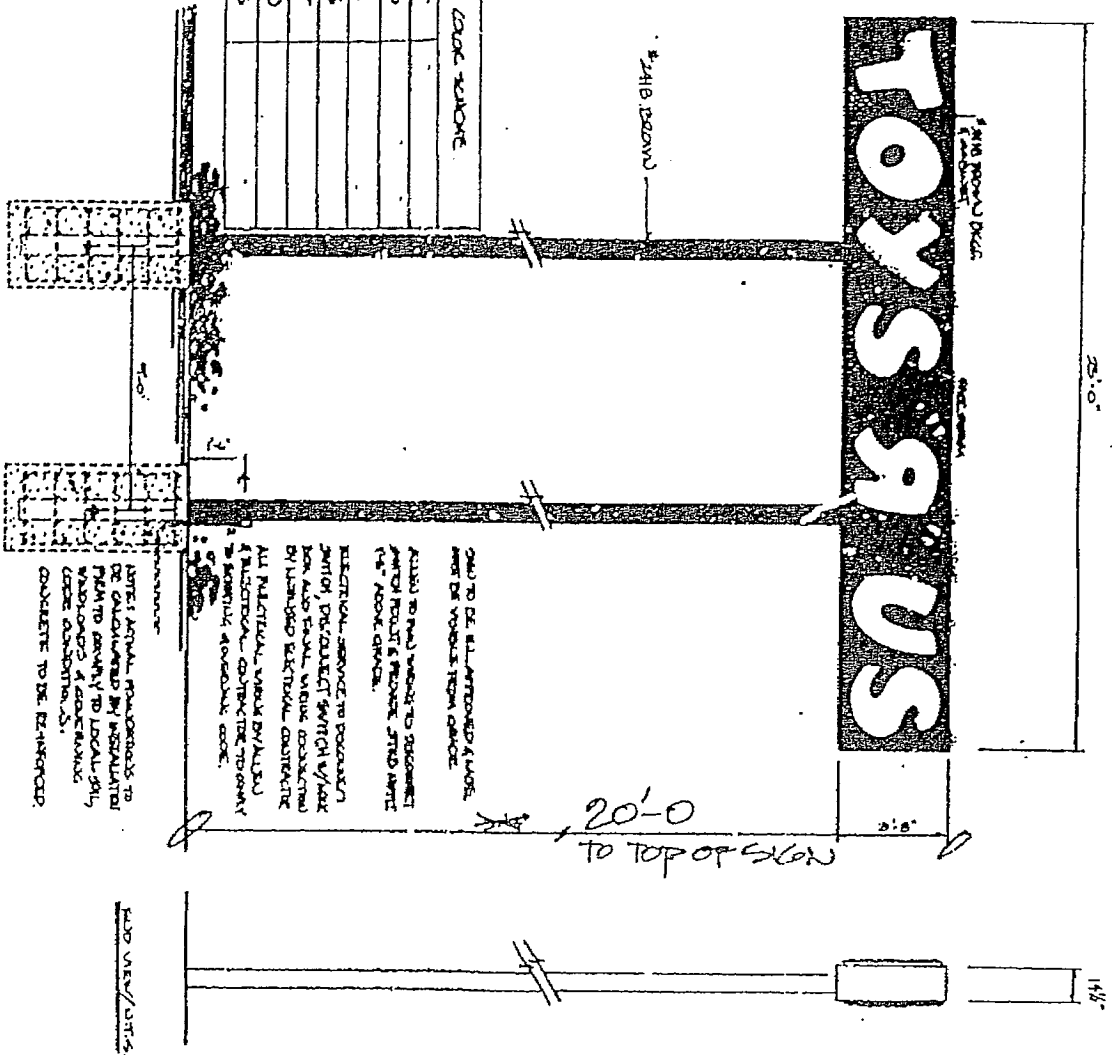
EXHIBIT D

Lighting Specifications

The Lighting Specifications for the Shopping Center are set forth on Architectural Associates, Project No. 91-715C, drawings, dated June 7, 1991, referenced as SE-1 and SE-2, and as set forth in WBDC Group, Project No. 16191, Project Manual dated June 4, 1991.

TOYS R US

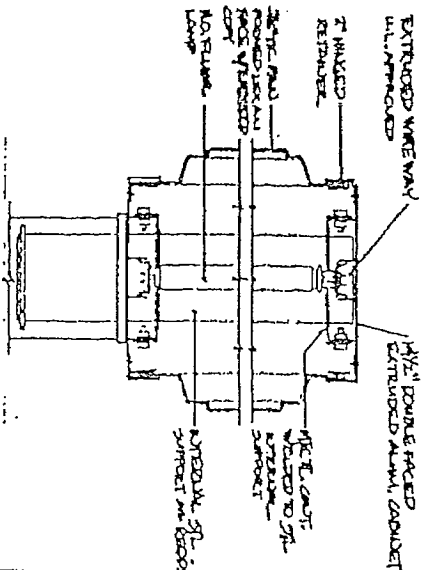
CODE NUMBER	
1	
2	
3	
4	
5	



ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

SEE VIEW/DETAIL

THE P/F SIGN CABINET TO BE MANUFACTURED FROM ALUM. EXTRUSIONS. FACES TO BE 3/4" TH. PAD FROVED LORAN W/ EMBOSSED COPY & COLORED APPLIED TO SECOND SURFACE AS NOTED. INTERNAL ILLUMINATION IS BY H.O. FLUOR. LAMPS POWERED BY REAR ELECTRICAL WIRING. SIGNS TO BE MOUNTED TO STPL. STPL. SUPPORTS EMBEDDED IN BE-IMFORCED CONCR. FOUNDATIONS.



SECTION DETAIL ABOVE SIGN/DETAILS

PACANSE, 12/10
Tee

Power Reqts: 120V 3.8 MAX AMP
light type-FL

DATE	7/17/88
DESIGNED BY	H. B. B. B.
CHECKED BY	H. B. B. B.
SCALE	AS SHOWN

FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT

This First Amendment to Reciprocal Easement and Operation Agreement (the "Amendment") made as of this 21 day of June, 1992, by and between Kmart Corporation, a Michigan corporation ("Kmart") having a office at 3100 West Big Beaver Road, Troy, Michigan 48084 and Toys "R" Us, Inc., a Delaware corporation ("Toys") having an office at 461 From Road, Paramus, New Jersey 07652.

WITNESSETH:

WHEREAS, Kmart is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described on Exhibit A attached hereto (the "Kmart Parcel");

WHEREAS, Toys is the owner of certain real estate situated in the City of Racine, County of Racine, State of Wisconsin, more particularly described on Exhibit B attached hereto (the "Toys Parcel");

WHEREAS, Kmart and Toys entered into that certain Reciprocal Easement and Operation Agreement (the "REA"), dated July 2, 1991 and recorded on July 3, 1991, in Volume 278 of the Racine County Register's Office Records, at page 748, as document no. 1343832;

WHEREAS, Toys and Kmart desire to amend the REA as set forth herein;

and

NOW, THEREFORE, in consideration of the covenants and agreements contained hereinbelow, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kmart and Toys agree as follows:

1. Terms used and not defined herein shall have the meaning set forth in the REA.
2. The REA is hereby amended to substitute the site plan attached hereto as Exhibit C for the site plan attached to the REA as Exhibit C.
3. Section 2.04(a) of the REA is hereby amended by deleting the last sentence thereof and substituting therefor the following:

The parties acknowledge and agree that nothing contained in this Agreement shall be construed so as to prohibit the sale of merchandise from those portions of the Shopping Center designated as the Garden Shop or the Garden Center, as depicted on Exhibit C. In addition, Rogan Shoes shall be permitted to hold one tent sale each year during the month of June for a maximum duration of ten (10) days and for one tent

sale each year during the month of August for a maximum duration of ten (10) days in the area crosshatched in red on the site plan attached hereto as Exhibit "C", such area to be used for the tent sales shall not to exceed forty feet (40') in width by eighty feet (80') in length, provided, that such tent sales do not adversely affect the availability of parking in the Common Area, the movement of pedestrian or vehicular traffic in the Common Area, or the general cleanliness of the Common Area. Any failure to comply with the terms and provisions set forth in the preceding sentence shall be promptly cured upon Kmart's receipt of written notice thereof from Toys (a "Notice"). If Kmart fails to cure such default within twenty-four (24) hours of its receipt of a Notice, Toys shall be permitted to either (i) cure the default, in which event such party shall be promptly reimbursed by Kmart for the costs thereof; or (ii) provide written notice to Kmart directing Kmart to, within twenty-four (24) hours, take all steps necessary to ensure that the activities associated with the current tent sale are terminated and that all improvements associated with the same are removed from the Common Area. If a Notice is given during two tent sales, the right granted herein to maintain and operate such tent sales shall terminate.

4. Except as expressly amended by this Amendment, the REA shall remain in full and force effect and is hereby ratified by the parties.

5. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

6. If any part of this Amendment shall be found to be invalid or unenforceable, the remainder of the Amendment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

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IN WITNESS WHEREOF, Kmart and Toys have executed this First Amendment to Reciprocal Easement and Operation Agreement the day and year first above written.

KMART:

KMART CORPORATION, a Michigan corporation

By: M. L. Skiles
M. L. Skiles, Vice President

TOYS:

TOYS "R" US, Inc., a Delaware Corporation

By: Michael Paul Miller
Michael Paul Miller
Sr. Vice President - Real Estate

M. Besch 5/26/92

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STATE OF NEW JERSEY)
)SS.
COUNTY OF BERGEN)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Michael Paul Miller, personally known to me to be a ^{SR}Vice President of Toys "R" Us, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such ^{SR}Vice President, he signed and delivered the said instrument as the ^{SR}Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation or pursuant to the By-laws of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of may, 1992.

June Angotti
Notary Public,
State of ~~Michigan~~ N.J.
My commission expires:

f:\home\sdm\11335\toys.amd

JUNE ANGOTTI
NOTARY PUBLIC - NEW JERSEY
My Commission Expires Oct. 21, 1992

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STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that M. L. Skiles, personally known to me to be a Vice President of Kmart Corporation, a Michigan corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as the Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation or pursuant to the By-laws of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of June, 1992.

Janine K. Schumacher
Notary Public,
State of Michigan
My commission expires: 9-30-92

JANINE K. SCHUMACHER
Notary Public, Oakland County, Mich.
My Commission Expires September 30, 1992

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DRAFTED BY:
Sean D. Major, Esq.
Dickinson, Wright, Moon,
Van Dusen & Freeman
225 W. Washington St., Ste. 400
Chicago, IL 60606-3418

WHEN RECORDED RETURN TO:
Carole Crosby, Esq.
Jacob & Weingarten, P.C.
2301 W. Big Beaver Rd., Ste. 77
Troy, MI 48084

EXHIBIT A

Parcel 1

That part of the West 1/2 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, including part of Certified Survey Map No. 1169 and part of Certified Survey Map No. 1276, bounded as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N 89° 08' 03" W 326.13 feet from a brass-capped iron monument marking the center of said Section 24; run thence S 0° 08' 19" E 733.22 feet to an iron pipe; thence S 89° 51' 41" W 200.00 feet to an iron pipe; thence S 0° 08' 19" E 400.00 feet; thence S 89° 51' 41" W 652.51 feet to an iron rod marking the southeast corner of Certified Survey Map No. 1395; thence N 0° 08' 19" W, along the easterly boundary of said C.S.M. No. 1395, 323.00 feet to an iron rod; thence S 89° 51' 41" W, along the northerly boundary of said C.S.M. No. 1395, 640.00 feet to an iron rod on the easterly line of S.T.H. "31"; thence N 11° 49' 57" E, along the easterly line of said highway, 260.89 feet to an iron pipe; thence N 12° 21' 20" E, along the easterly line of said highway, 70.57 feet to an iron pipe; thence continue along the easterly line of said highway 280.15 feet along the arc of a curve concave easterly whose radius is 16310.22 feet and whose chord bears N 14° 23' 41" E 280.15 feet to an iron pipe marking the southwesterly corner of Certified Survey Map No. 1276; thence N 84° 51' 00" E, along the southerly boundary of said C.S.M. No. 1276, 195.00 feet to an iron pipe; thence N 69° 29' 00" E, along the southerly boundary of said C.S.M. No. 1276, 222.08 feet to an iron pipe; thence N 18° 07' 00" E, along the easterly boundary of said C.S.M. No. 1276, 12.42 feet; thence S 88° 27' 33" W 3.75 feet; thence 74.61 feet along the arc of a curve concave northeasterly whose radius is 47.50 feet and whose chord bears N 46° 32' 27" W 67.18 feet to the north line of said C.S.M. No. 1276, which is also the south line of Certified Survey Map No. 1169; thence N 1° 32' 27" W 230.00 feet to the north line of said C.S.M. No. 1169, which is also the south line of 21st Street; thence N 88° 27' 33" E, along the south line of 21st Street, 452.31 feet to an iron pipe; thence continue along the south line of 21st Street 566.49 feet along the arc of a curve concave southerly whose radius is 1333.69 feet and whose chord bears S 79° 22' 21" E 562.24 feet to an iron pipe; thence S 0° 08' 19" E 73.45 feet to the point of beginning.

Parcel 2

Lot 1, Certified Survey Map No. 1395, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 20, 1989 in Volume 4 of Certified Survey Maps on pages 351-352 as Document No. 1276690, located in the North 1/2 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, Racine County, Wisconsin.

Excepting therefrom the following described property:

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

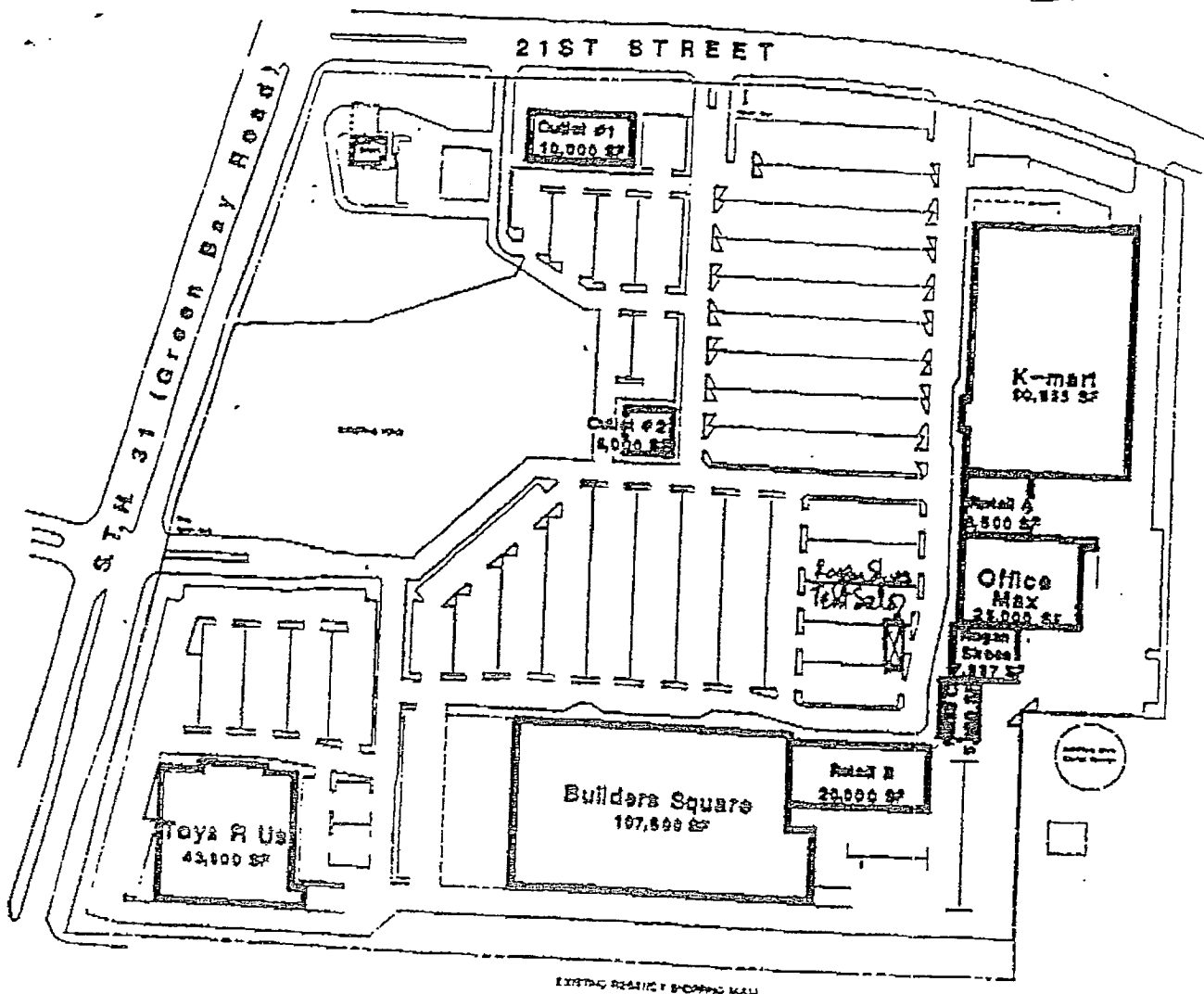
EXHIBIT B

Parcel No. 1, Certified Survey Map No. 1528, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 2, 1991, in Volume 4, of Certified Survey Maps on page 699-700, as Document No. 1343824, being a redivision of a portion of Lot 1 of Certified Survey Map No. 1395, in the Northwest 1/4 of the Southwest 1/4 of Section 24 and unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Tax Parcel No. 23876-17 and 23876-40

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24102


Register's Office
Racine County, Wis. } SS

Received for Record 19th day of October A.D. 1992 at 8:30 o'clock P. M. and recorded in Volume 2194 of Records on page 169-
Helen M. Schuttler

Register of Deeds

24-

EXHIBIT C
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SITE DEVELOPMENT DATA:

Building Area

K-mart	90,855 SF
Office Max	23,000 SF
Builders Square	107,800 SF
Toys R Us	43,800 SF
Rogan Store	7,887 SF
Retail A	3,500 SF
Retail B	20,000 SF
Retail C	3,100 SF
Subtotal	302,542 SF
Outlet #1	10,000 SF
Outlet #2	5,000 SF
Total Development	323,542 SF
Spaces Provided	1750

MAY 92

RACINE, WI
HIGH RIDGE PLAZA

Northwestern Hwy., Suite 100
Farmington Hills, Michigan 48334
Phone: (248) 551-5500 Telex: (248) 551-2000

NEW CENTER COMPANY INC

DISTRIBUTION EASEMENT
UNDERGROUND JOINTREGISTER'S OFFICE
RACINE COUNTY, WI

IDO NO. 172584-2B

For \$1.00 and other valuable consideration which **TRIPLE H, LLP**, hereinafter referred to as "grantor," owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY & WISCONSIN BELL, INC. d/b/a AMERITECH-WISCONSIN** hereinafter referred to as "grantee," a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area."

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises described as Parcel 1, of Certified Survey Map No. 1986, recorded in the office of the Register of Deeds for Racine County, Wisconsin in Volume 6 of Certified Survey Maps on Pages 70-71 as Document No. 1593585; said premises being located in the Northwest ¼ and the Southwest ¼ of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A," and made a part of this document.

RECORDED _____

2000 MAY 17 PM 2:11

MARK A. LADD
REGISTER OF DEEDS

14
RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A440
PO BOX 2046
MILWAUKEE, WI 53201-2046

276-0000-23876-044
(Parcel Identification Number)

3031 456-458
854-954

1. **Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, concrete slabs, pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy, signals, television and telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

TRIPLE H, LLP

Timothy C. Haman
Timothy C. Haman

Thomas E. Haman
Thomas E. Haman

Acknowledged before me in Recess County, State of Wisconsin, on 5/3, 2000, by,
Tom Haman and Tim Haman, partners, doing business as
TRIPLE H, LLP, a limited liability partnership.

Bonnie Engel
Signature Notary Public, State of Wisconsin

Bonnie Engel
Notary Public Name (Typed or Printed)

My commission expires 3/10/02

(NOTARY STAMP/SEAL)

21ST STREET

PARCEL 1
CSM 1986



12'

12'

KEY

12' UNDERGROUND EASEMENT

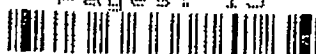
EXHIBIT "A"
NOT TO SCALE

IDO 172584-2B	PART OF PARCEL 1, CSM 1986, IN THE NW 1/4 & SW 1/4 OF SEC. 24, T3N, R22E, CITY OF RACINE, RACINE COUNTY, WI	DRAWN BY TAZ
REVISIONS		DATE 4-27-00

**Mortgage, Assignment of Leases
and Rents, Security Agreement
and
Financing Statement**

WHEN RECORDED RETURN TO:

JPMorgan Chase Bank, N.A.
Business Banking Loan Servicing
IL1-0054
P.O. Box 6026
Chicago, IL 60680-6026
PIN: 23876044

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 15




THIS MORTGAGE is dated as of March 20, 2014, from Triple H, LLP, a Wisconsin Limited Liability Partnership (the "Mortgagor"), whose address is 722 South Sylvania Avenue, Sturtevant, WI 53177 to JPMorgan Chase Bank, N.A. and its successors and assigns (the "Mortgagee") whose main office is located at 1111 Polaris Parkway, Columbus, OH 43240-2050 and whose loan production office address is 14900 West Capital Drive, Brookfield, WI 53005 (the "LPO State").

The Mortgagor MORTGAGES, GRANTS, CONVEYS AND WARRANTS to the Mortgagee all of the Mortgagor's right, title and interest, now owned or hereafter acquired, in the "Premises." The Premises is not homestead property under the laws of the State of Wisconsin. The Premises includes the following:

(1) The real property, and all the existing or subsequently affixed or erected buildings, structures and improvements on it, described as:

Located in the City of Racine, County of Racine, State of Wisconsin:

PARCEL I:

Lot 1 of Certified Survey Map No. 1986, being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, as recorded in the office of the Register of Deeds for Racine County, on September 5, 1997 in Volume 6 of Certified Survey Maps, at Page 70, as Document No. 1593585. EXCEPTING THEREFROM the following described portion: Begin at the Northwest corner of said Lot 1; run thence North 88° 27' 33" East 17.70 feet; thence South 01° 32' 27" East 213.00 feet; thence South 45° 48' 16" East 41.20 feet; thence South 18° 07' 00" West 18.58 feet; thence South 88° 27' 33" West 10.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 30.00 feet and whose chord bears North 46° 32' 27" West 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence North 01° 32' 27" West 230.00 feet to the South right-of-way line of 21st Street and the point of beginning. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only:
Tax Key No. 23876044

Located in the Town of Yorkville, County of Racine, State of Wisconsin:

PARCEL II:

59777

Parcel of Certified Survey Map No. 1950, recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 28, 1997 in Volume 5 of Certified Survey Maps, page 953, as Document No. 1577229 and being a part of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 3 North, Range 21 East. Said land being in the Town of Yorkville, Racine County, Wisconsin.

The following is for informational purposes only:
Tax Key No. 51-018-03-21-13-010-010

Commonly known as 5801 21st Street, Racine, Wisconsin 53406 and 722 South Sylvania Avenue, Sturtevant, WI 53177;
Tax Identification Number: 23876044 (5801 21st Street) and 51-018-03-21-13-010-010 (722 South Sylvania Avenue);

- (2) All easements, rights-of-way, licenses, privileges and hereditaments appurtenant to or used in connection with the Premises;
- (3) All land lying in the bed of any road, street, alley or the like, opened, proposed or vacated, public or private, or any strip or gore, adjoining the Premises;
- (4) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (the "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee;
- (5) All mineral, coal, oil, gas and water rights, royalties, water courses, ditch rights, water and water stock, timber and timber rights, if any;
- (6) All insurance, condemnation and other awards or payments, including interest, made as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; (c) any loss of or damage to any building or other improvement on the Premises; (d) any other injury to or decrease in the value of the Premises; (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises and (f) the reasonable attorneys' and fees and court costs;
- (7) All present and future (a) leases, subleases, licenses and other agreements for the use and/or occupancy of the Premises, oral or written, including, without limitation, all extensions, renewals, replacements and holdovers (collectively, the "Leases") and (b) rents, revenues, income, issues, royalties, profits, bonuses, accounts, cash, security deposits, advance rents and other payments and/or benefits, of every kind or nature, derived from the Leases and/or the Premises, including, without limitation, the Mortgagor's right to enforce the Leases and to receive and collect all payments and proceeds under the Leases (collectively, the "Rents");
- (8) All rights to make divisions of the real estate comprising the Premises that are exempt from the platting requirements of all applicable land division or platting acts, as amended from time to time; and
- (9) All licenses, contracts, permits and agreements required or used in connection with the ownership, maintenance or operation of the Premises.

The Premises are unencumbered except for liens for taxes and assessments not yet due and payable, building and use restrictions of record, zoning ordinances, and any other encumbrances disclosed to the Mortgagee in writing as of the date of this Mortgage ("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide the Mortgagee copies of all writings pertaining to Permitted Encumbrances and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

The term "Borrower" in this Mortgage means, individually and collectively if more than one, Triple H, LLP.

This Mortgage secures the Indebtedness.

The term "Indebtedness" in this Mortgage is used in its most comprehensive sense, means and includes any and all liabilities, obligations and debts of every kind and character, plus interest, costs and fees, including Collection Amounts, arising thereon, of Borrower, or any one of them, to Mortgagee or to a third party and subsequently acquired by Mortgagee, now existing or hereinafter incurred or created, whether any such liability is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as endorser, guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise; whether incurred or accrued (including interest) during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding; and all renewals, extensions, modifications, consolidations, restatements or consolidations of any Indebtedness.

As examples, and not as limitation, the Indebtedness of Borrower includes: (a) any overdraft in any deposit account of Borrower, accruing for any reason; (b) any obligations, including any overdraft in any deposit account of Borrower, related to Automated Clearing House ("ACH") services or products, deposit account services or products, or treasury management services or products, including any agreement with respect thereto; (c) any transaction (including any agreement with respect thereto) between Borrower and Mortgagee or JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures (each a "Rate Management Transaction"); (d) any obligation related to any loan or credit transaction (including any agreement with respect thereto), whether evidenced by a promissory note, credit agreement, letter of credit application, or any other agreement, including without limitation, the obligation described herein; (e) any obligation related to commercial credit card transactions (including an agreement with respect thereto); (f) any obligation related to any lease (including an agreement with respect thereto); (g) any obligation related to any guaranty of the obligations of others by Borrower; (h) any obligation under a Related Document; (i) Collection Amounts; and (j) all other obligations of Borrower to Mortgagee. The Indebtedness does not include Indebtedness of Borrower incurred primarily for personal, family or household purposes.

The Mortgagor specifically contemplates that Indebtedness includes liabilities hereafter incurred by the Borrower to the Mortgagee. The term "Indebtedness" includes, without limitation, the following:

- (1) That certain promissory note, dated March 20, 2014 in the original principal amount of Seven Hundred Sixteen Thousand Eight Hundred Thirty and 00/100 Dollars (\$716,830.00), executed and delivered by Borrower, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions thereof; and
- (2) The performance of all of the promises and agreements contained in this Mortgage.

This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

The words "Collection Amounts" mean any fees, charges, costs and expenses, including reasonable attorneys' fees (including fees and expenses of counsel for Mortgagee that are employees of Mortgagee or its affiliates, to the extent not prohibited by law) and court costs, that Mortgagee may pay in collecting from Borrower, any other obligor on the Indebtedness, and for liquidating any Collateral, including without limitation, the Premises, both before and after judgment, and such Collection Amounts include without limitation any costs or expenses incurred by Mortgagee in any bankruptcy, reorganization, insolvency or other similar proceeding.

The term "Related Documents" in this Mortgage means all loan agreements, credit agreements, reimbursement agreements, security agreements, mortgages, deeds of trust, pledge agreements, assignments, guaranties, or any other instrument or document executed in connection with any of the Indebtedness.

The Mortgagor promises and agrees with the Mortgagee that each of the following is true and will remain until termination of this Mortgage and full and final payment of all Indebtedness:

1. Payment of Indebtedness; Performance of Obligations. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Indebtedness for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any of the other Related Documents.

2. Taxes and Liens. The Mortgagor shall pay, when due, before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make those payments, the Mortgagee may at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

3. Change in Taxes. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting those taxes, the Indebtedness shall become due and payable immediately at the option of the Mortgagee.

4. Insurance. The Mortgagor shall keep the Premises and the present and future buildings and other improvements (the "Improvements") on the Premises continuously insured for the benefit of the Mortgagee, at replacement cost for the full insurable value, without any reduction based upon the Mortgagor's acts, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the state where the Premises are located, including risks of vandalism and malicious mischief. The Mortgagor shall further at all times provide flood insurance covering all Improvements and tangible personal property, if any, located on the Premises, if the Premises are at any time determined by the Mortgagee to be situated in an area designated as a Special Flood Hazard Area under the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994 and regulations issued under it (the "Flood Insurance Act"). Such flood insurance policy shall be in the amount required by the Mortgagee (which may exceed the amount required under the Flood Insurance Act) and include a non-contributing mortgagee clause naming the Mortgagee as mortgagee. The Mortgagor shall additionally provide such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be in form and substance acceptable to the Mortgagee, must provide for payment to the Mortgagee in the event of loss, regardless of any act or omission by the Mortgagor, must require thirty (30) days notice to the Mortgagee in the event of nonrenewal or cancellation and must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee, at its option, may have the insurance written or renewed, and may pay the premiums, for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Indebtedness. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, both before and after judgment, and then toward payment of the Indebtedness or any portion of it, whether or not then due or payable, or the Mortgagee, at its option, may apply the proceeds, or any part of the proceeds, to the repair or rebuilding of the Premises provided that the Mortgagor (a) is not then or at any time during the course of restoration of the Premises in default under this Mortgage and (b) has complied with all requirements for application of the proceeds to restoration of the Premises as the Mortgagee, in its sole discretion may establish. The Mortgagor shall also provide and maintain comprehensive general liability insurance in such coverage amounts as the Mortgagee may request, with the Mortgagee being named as an additional insured on such policies. Evidence of the renewal of such liability insurance shall be delivered to the Mortgagee at the same time as evidence of the renewal of the property insurance required above must be delivered to the Mortgagee. If the Mortgagor fails to provide such liability insurance, and/or the renewals thereof, or fails to pay the premiums on such liability insurance when such premiums are due, then the Mortgagee may have such liability insurance written or renewed, and may pay the premiums, for the account of the Mortgagor.

5. Reserves for Taxes and Insurance. The Mortgagor shall, if requested by the Mortgagee, pay to the Mortgagee, at the time of and in addition to the scheduled installments of principal and/or interest due under the Indebtedness, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay, at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and (b) are collectively referred to as the "Charges"). Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased Charges.

These sums may be commingled with the general funds of the Mortgagee and no interest shall be payable on them, nor shall these sums be deemed to be held in trust for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Mortgagee under the terms of this Section, the Mortgagee shall have no obligation to pay any Charges. The obligation of the Mortgagor to pay the Charges is not affected or modified by the arrangements set out in this Section. Payment by the Mortgagee on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to pay any Charges on any other occasion. If the Mortgagee elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Mortgagee elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to the cancellation of the policy.

In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or its agent shall be applied against the Indebtedness prior to the commencement of foreclosure proceedings. Any default by the Mortgagor in the performance of the provisions of this Section shall constitute a default under this Mortgage.

6. Waste, Abandonment. The Mortgagor shall not abandon the Premises, commit or permit waste on the Premises, or do any other act causing the Premises to become less valuable. The Mortgagor will keep the Premises in good order and repair and in compliance in all material respects with any law, regulation, ordinance or contract affecting the Premises and, from time to time, will make all needful and proper replacements so that all fixtures, improvements and Equipment will at all times be in good condition, fit and proper for their respective purposes. Without limitation of the foregoing, nonpayment of the Charges shall constitute waste. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee may, at its option and at the expense of the Mortgagor, make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times. The Mortgagor unconditionally agrees to pay timely all fees with respect to inspections of the Premises.

7. Alterations, Removal. No building, structure, improvement, fixture, personal property or Equipment constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.

8. Payment of Other Obligations. The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.

9. Assignment of Leases and Rents. As additional security for the Indebtedness, the Mortgagor, by executing and delivering this Mortgage, absolutely, unconditionally, irrevocably and immediately assigns, grants, conveys and sets over unto the Mortgagee all of the Mortgagor's right, title and interest in and to all Leases and Rents. Copies of existing Leases and Lease amendments have been delivered to the Mortgagee. The Mortgagor will provide copies of any future Leases and Lease amendments to the Mortgagee.

Subject to the license granted to the Mortgagor below, the Mortgagee shall have the complete right and authority, at any time from and after the occurrence of any default in the payment or performance of any of the Indebtedness or the occurrence of any default under this Mortgage, to collect and receive the Rents. For this purpose, the Mortgagee is hereby given and granted the following rights, powers and authority: (a) the Mortgagee may send notices to any and all tenants of the Premises advising them of this assignment and directing all the Rents to be paid directly to the Mortgagee or the Mortgagee's agent; (b) the Mortgagee may (i) enter upon and take possession of the Premises, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents, (iii) institute and carry on all legal proceedings necessary for the protection of the Premises, including such proceedings as may be necessary to recover possession of the Premises and collect the Rents, (iv) remove any tenant or other persons from the Premises, (v) enter upon the Premises to maintain the Premises and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Premises in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by the Mortgagee on the Premises; (c) Mortgagee may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) the Mortgagee may (i) rent or lease the whole or any part of the Premises for such term or terms and on such conditions as the Mortgagee may deem appropriate, (ii) modify, terminate or accept the surrender of any Leases and/or (iii) waive, release, discharge or compromise

any Rents or any obligations of any of the tenants under any Leases; (e) the Mortgagee may make any payment, including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action, required of the Mortgagor under any Lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor; (f) the Mortgagee may engage such agent or agents as the Mortgagee may deem appropriate, either in the Mortgagee's name or in the Mortgagor's name, to rent and manage the Premises, including the collection and application of the Rents; and (g) the Mortgagee may do all such other things and acts with respect to the Premises, the Leases and the Rents as Mortgagee may deem appropriate and may act exclusively and solely in the place and stead of the Mortgagor. The Mortgagee has all of the powers of the Mortgagor for the purposes stated above. The Mortgagee shall not be required to do any of the foregoing acts or things and the fact that the Mortgagee shall have performed one or more of the foregoing acts or things shall not require the Mortgagee to do any other specific act or thing. The foregoing rights and remedies of the Mortgagee are in addition to and not in limitation of the rights and remedies of the Mortgagee at law, in equity, under this Mortgage or under any of the other Related Documents. The exercise by the Mortgagee of any of the foregoing rights and remedies shall not constitute a cure or waiver of any default in the payment or performance of any of the Indebtedness or of any default under this Mortgage.

Any Rents received by the Mortgagee shall be applied against the Indebtedness in such order or manner as the Mortgagee shall elect in its sole discretion.

The Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to pay the Rents to the Mortgagee upon written demand by the Mortgagee, without further consent of the Mortgagor. The tenants may rely upon any written statement delivered by the Mortgagee to the tenants. Any such payment to the Mortgagee shall constitute payment to the Mortgagor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of the Mortgagor or any person claiming through or under the Mortgagor, other than a tenant who has not received such notice. This assignment is not contingent upon any notice or demand by the Mortgagee to the tenants.

This assignment shall not, prior to entry upon and taking possession of the Premises by the Mortgagee, be deemed to constitute the Mortgagee a "mortgagee in possession", nor obligate the Mortgagee to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Premises; (b) take any action hereunder; (c) expend any money, incur any expense or perform any obligation or liability under the Leases; or (d) assume any obligation for any deposits delivered to the Mortgagor by any tenant and not delivered to the Mortgagee.

The Mortgagor consents to the appointment of a receiver for the Premises, without notice, if this is believed necessary or desirable by the Mortgagee.

The Rents constitute cash collateral as defined under federal bankruptcy law.

This assignment shall continue to be operative during the exercise of any power of sale, during any foreclosure or other proceeding taken to enforce this Mortgage and during any redemption period.

Until the occurrence of any default in the payment or performance of any of the Indebtedness or the occurrence of a default under this Mortgage or under any loan papers related to the Indebtedness the Mortgagor shall have a license, subject to the other covenants of the Mortgagor set forth in this assignment, to (a) remain in possession and control of the Premises, (b) operate and manage the Premises and (c) collect the Rents; provided that the granting of such license shall not constitute the Mortgagee's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to the Mortgagor, upon the occurrence of any default in the payment or performance of any of the Indebtedness or upon the occurrence of any default under this Mortgage or under any loan papers related to the Indebtedness. Thereafter, the Mortgagor shall promptly pay or otherwise deliver to the Mortgagee all Rents that the Mortgagor may receive, and the Mortgagor shall hold such Rents in trust for the benefit of the Mortgagee until so paid or delivered to the Mortgagee.

The Mortgagor covenants, represents and warrants to the Mortgagee that the following statements are true and will remain true until the Mortgage is terminated and the Indebtedness is paid in full:

(i) The Mortgagor will fulfill and perform its obligations under all the Leases and give the Mortgagee prompt notice of any default in the performance of the terms and conditions of the Leases by either the Mortgagor or the tenant, together with copies of notices sent or received by the Mortgagor in connection with any Lease;

(ii) Without the prior written consent of the Mortgagee, the Mortgagor shall not in any way (a) enter into any new Lease, (b) amend, modify, assign its interest under, cancel or terminate any Lease, (c) accept a surrender of any Lease, (d) accept any payment of Rent under any Lease more than thirty (30) days in advance or (e) waive, release, discharge or compromise any Rent or any of the tenant's obligations under any Lease, except that the Mortgagor may increase Lease rentals without the Mortgagee's consent;

(iii) The Mortgagor will appear and defend or prosecute any action growing out of any Lease at the Mortgagor's cost and expense;

(iv) The Mortgagee may, but shall not be required to, make any payment including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action required of the Mortgagor under any Lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. The Mortgagor will, immediately upon demand, reimburse the Mortgagee for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Indebtedness, all of which shall be added to the Indebtedness;

(v) The Mortgagor has not previously assigned any of its rights under any Lease. The Mortgagor has not accepted Rent more than thirty (30) days in advance of accrual. There is no present default under any Lease by either the Mortgagor or any tenant. All existing Leases are in full force and effect and unmodified. To the best of the Mortgagor's knowledge, no person or entity is in possession of the Premises, except pursuant to a valid and fully executed Lease that has been assigned to the Mortgagee pursuant to this assignment. The Mortgagor owns the Leases, is entitled to receive the Rents and has authority to assign the Leases and the Rents to the Mortgagee as set forth in this assignment. The Mortgagor will enforce the tenant's obligations under their respective Leases;

(vi) The Mortgagee shall not be obligated by this assignment to perform or discharge any obligation under any Lease; and

(vii) The Mortgagor covenants not to execute any other assignment of the Leases or the Rents as security for any debt without the prior written consent of the Mortgagee.

10. Assignment of Interest as Tenant or Purchaser. If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee, as additional security for the Indebtedness, all of the Mortgagor's right, title and interest in and to any Leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing all or any part of the Premises, including all modifications, renewals and extensions, and all of the Mortgagor's right, title and interest in and to any purchase options contained in any such Leases or other agreements. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under any such Lease, land contract or other agreement when each installment becomes due and payable, whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under any such Lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal or interest, or in the payment or performance of any other obligation, under any such Lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. If the Mortgagee receives a written notice of the Mortgagor's default under any such Lease, land contract or other agreement, the Mortgagee may rely on that notice as cause to take any action it deems necessary or reasonable to cure the default, even if the Mortgagor questions or denies the existence or nature of the default.

11. Security Agreement. This Mortgage also constitutes a security agreement within the meaning of the Uniform Commercial Code as in effect from time to time in the state in which the Premises is located (the "UCC") and the Mortgagor grants to the Mortgagee a security interest in any Equipment or other personal property included within the definition of the Premises, and all proceeds, products and supporting obligations of any of the foregoing (the "Collateral"). Accordingly, the Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of any default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC. The Mortgagee shall have the right to require the Mortgagor to assemble the Collateral and make it available to the Mortgagee at a place designated by the Mortgagee which is reasonably convenient to both parties, the right to take possession of the Collateral with or without demand and with or without process of law, and the right to sell and dispose of the Collateral and distribute the proceeds according to law. Should a default occur, the Mortgagor will pay to the Mortgagee

all costs reasonably incurred by the Mortgagee for the purpose of enforcing its rights hereunder, to the extent not prohibited by law, including, without limitation: costs of foreclosure; costs of obtaining money damages; and a reasonable fee for the services of internal and outside attorneys employed or engaged by the Mortgagee for any purpose related to this security agreement, including, without limitation, consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or any proceeding. The Mortgagor agrees that upon default the Mortgagee may dispose of any of the Collateral in its then present condition, that the Mortgagee has no duty to repair or clean the Collateral prior to sale, and that the disposal of the Collateral in its present condition or without repair or clean-up shall not affect the commercial reasonableness of such sale or disposition. The Mortgagee's compliance with any applicable state or federal law requirements in connection with the disposition of the Collateral will not adversely affect the commercial reasonableness of any sale of the Collateral. In connection with the right of the Mortgagee to take possession of the Collateral, the Mortgagee may, without liability on the part of the Mortgagee, take possession of any other items of property in or on the Collateral at the time of taking possession and hold them for the Mortgagor. If there is any statutory requirement for notice, that requirement shall be met if the Mortgagee sends notice to the Mortgagor at least ten (10) days prior to the date of the sale, disposition, or other event giving rise to the required notice. Upon the request of the Mortgagee, the Mortgagor shall execute and file such financing statements or similar records and shall take any other action requested by the Mortgagee to perfect and continue as perfected the Mortgagee's security interests in the Equipment and other personal property included in the definition of the Premises. The Mortgagor shall pay (and shall reimburse the Mortgagee for) all costs, including attorneys' fees and court costs, of the preparation and filing of any financing statements and the taking of any such other actions. A carbon, photographic or other reproduction of this Mortgage is sufficient as, and can be filed as, a financing statement. The Mortgagee is irrevocably appointed the Mortgagor's attorney-in-fact to execute any financing statement or similar records on the Mortgagor's behalf covering the Equipment and other personal property, tangible or intangible, that is included within the definition of Premises. Additionally, if permitted by applicable law, the Mortgagor authorizes the Mortgagee to file one or more financing statements or similar records related to the security interests created by this Mortgage and further authorizes the Mortgagee, instead of the Mortgagor, to sign such financing statements or similar records. The Mortgagor shall execute and deliver, or cause to be executed and delivered, such other documents as the Mortgagee may from time to time request to perfect or to further evidence the security interest created in the Collateral by this Mortgage. The Mortgagor further represents and warrants to the Mortgagee that (a) its principal residence or chief executive office is at the address shown above and (b) the Mortgagor's name as it appears in this Mortgage is identical to the name of the Mortgagor appearing in the Mortgagor's organizational documents, as amended, including trust documents. The Mortgagor will not, without the Mortgagee's prior written consent, change (a) the Mortgagor's name, (b) the Mortgagor's business organization, (c) the jurisdiction under which the Mortgagor's business organization is formed or organized, or (d) the address of the Mortgagor's chief executive office or principal residence or of any additional places of the Mortgagor's business.

12. Reimbursement of Advances. If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and court costs and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Indebtedness, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Indebtedness. The Mortgagee's rights under this Section shall be in addition to all other rights and remedies of the Mortgagee under this Mortgage and the other Related Documents. Any action taken by the Mortgagee under this Section shall not be construed as curing any default that gave rise to such action by the Mortgagee. Any advances, payments, costs, expenses and disbursements that are made or incurred by the Mortgagee under any provision of this Mortgage that are (a) for the account of the Mortgagor, (b) reimbursable from the Mortgagor to the Mortgagee or (c) to be added to the Indebtedness may be made or incurred both before and after judgment.

13. Due on Transfer. If all or any part of the Premises or any interest in the Premises is transferred without the Mortgagee's prior written consent, the Mortgagee may, at its sole option, declare the Indebtedness to be immediately due and payable.

14. No Additional Lien. The Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises without the prior written consent of the Mortgagee, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to all present and future leases affecting the Premises.

15. Eminent Domain. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Indebtedness in accordance with the terms of the Related Documents. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The Mortgagor will notify the Mortgagee of any action or proceeding related to any taking of all or any part of the Premises, shall defend that action or proceeding in consultation with the Mortgagee and shall, if requested by the Mortgagee, deliver to the Mortgagee all documents and instruments that may be required to allow the Mortgagee to directly participate in or control such action or proceeding. The proceeds of any taking or grant in lieu of any taking shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, including reasonable attorneys' fees and court costs, incurred both before and after judgment, and then toward payment of the Indebtedness, whether or not then due or payable, or the Mortgagee, at its option, may apply the proceeds, or any part, to the alteration, restoration or rebuilding of the Premises.

16. Environmental Provisions. As used herein: the term "Hazardous Substance" shall mean any substance, material, or waste that is (a) included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law, (b) listed as hazardous substances by the United States Department of Transportation or by the Environmental Protection Agency, or (c) petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical. The term "Environmental Law" shall mean any federal, state or local law, rule, regulation, decision, policy or guideline, pertaining to Hazardous Substances, or protection of the environment, and all present and future amendments thereto. Except as disclosed in writing by the Mortgagor to the Mortgagee, the Mortgagor represents and warrants to the Mortgagee that (i) neither the Premises nor the Mortgagor are in violation of any Environmental Law applicable to the Premises, or are subject to any existing, pending or threatened governmental investigation pertaining to the Premises, or are subject to any remedial obligation or lien under or in connection with any Environmental Law, (ii) the Mortgagor has no actual knowledge or notice of the presence or release of Hazardous Substances in, on or around any part of the Premises or the soil, groundwater or soil vapor on or under the Premises, or the migration of any Hazardous Substance, from or to any other property in the vicinity of the Premises; and (iii) the Mortgagor's intended future use of the Premises will not result in the release of any Hazardous Substance in, on or around any part of the Premises or in the soil, groundwater or soil vapor on or under the Premises, or the migration of any Hazardous Substance from or to any other property in the vicinity of the Premises.

The Mortgagor shall neither use nor permit any third party to use, generate, manufacture, produce, store, or release, on, under or about the Premises, or transfer to or from the Premises, any Hazardous Substance, except in compliance with all Environmental Laws, and shall otherwise comply, at the Mortgagor's sole expense and responsibility, with all Environmental Laws, provided that if any such occurrence shall nevertheless happen, the Mortgagor shall promptly remedy such condition, at its sole expense and responsibility. The Mortgagor shall not permit any environmental liens to be placed on any portion of the Premises. The Mortgagor shall promptly notify the Mortgagee in writing if (a) any of the representations and warranties herein are no longer accurate, (b) there may be any Hazardous Substance in, on or around the Premises or the soil, groundwater or soil vapor on or under the Premises, or (c) any violation of any Environmental Law on or affecting or otherwise in respect of the Premises has occurred. The Mortgagee and its agents shall have the right, and are hereby authorized, at any reasonable time to enter upon the Premises for the purposes of observing the Premises, taking and removing soil or groundwater samples, and conducting tests and/or site assessments on the Premises, or taking such other actions as the Mortgagee deems necessary or advisable to cleanup, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances on or affecting the Premises following receipt of any notice from any person or entity asserting the existence or possible existence of any Hazardous Substances pertaining to the Premises, that, if true, could jeopardize the Mortgagee's security for the Indebtedness. All reasonable costs and expenses paid or incurred by the Mortgagee, both before and after judgment, in the exercise of any such rights shall be secured hereby and shall be payable by the Mortgagor upon demand.

The Mortgagor shall indemnify and hold the Mortgagee harmless from, for and against any and all actions, causes of action, claims, liabilities, damages (including foreseeable and unforeseeable consequential damages), losses, fines, penalties, judgments, awards, settlements, and costs and expenses (including, without limitation, reasonable attorneys' fees, experts', engineers' and consultants' fees, and costs and expenses of investigation, testing, remediation and dispute resolution) (collectively referred to as "Environmental Costs"), both before and after judgment, that directly or indirectly arise out of or relate in any way to: (a) Any investigation, cleanup, removal, remediation, or restoration work of site conditions of the Premises relating to Hazardous Substances; (b) Any resulting damages, harm, or injuries to the person or property of any third parties or to any natural resources involving Hazardous Substances relating to the Premises; (c) Any actual or alleged

past or present disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment, or use of any Hazardous Substance on, under, or about the Premises; (d) Any actual or alleged past or present violation of any Environmental Law relating to the Premises; (e) Any lien on any part of the Premises under any Environmental Law; or (f) Breach of any representation or warranty by or covenant of the Mortgagor herein. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to (i) matters resulting from the willful misconduct of the Mortgagee, or (ii) matters resulting solely from the actions of the Mortgagee taken after the Mortgagee has taken title to, or exclusive possession of the Premises, provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Premises, which condition was not caused by the Mortgagee. **The foregoing indemnity is expressly intended to include, and does include, any Environmental Costs arising as a result of any strict liability imposed or threatened to be imposed on the Mortgagee in connection with any of the indemnified matters described in this Section or arising as a result of the negligence of the Mortgagee in connection with such matters.** This indemnity shall continue in full force and effect and shall survive the payment and performance of the Indebtedness, the release of record of the lien, or any foreclosure (or action in lieu thereof), of this Mortgage, the exercise by the Mortgagee of any other remedy under this Mortgage or any other document or instrument evidencing or securing the Indebtedness, and any suit, proceeding or judgment against the Mortgagor by the Mortgagee hereon.

17. Events of Default; Remedies. If any of the Indebtedness are not paid at maturity, whether by acceleration or otherwise, or if a default occurs by anyone under the terms of this Mortgage or any Related Document, then the Mortgagee may exercise all of the rights, powers and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other Related Document, or now or later existing at law or in equity, including without limitation the following: (a) the Mortgagee may declare the Indebtedness to be immediately due, (b) the Mortgagee may proceed at law or in equity to collect the Indebtedness, foreclose this Mortgage or otherwise pursue any of its rights or remedies available at law, in equity, pursuant to this Mortgage or pursuant to any of the other Related Documents, and (c) the Mortgagee may exercise any of its rights, powers or remedies pursuant to the UCC. The Mortgagee shall be entitled to the appointment of a receiver for the Premises as a matter of right and without notice (without regard to the value of the Premises) and the Mortgagor specifically consents to that appointment without notice. Without limitation, the receiver shall have the power to protect and preserve the Premises, operate the Premises prior to and during any foreclosure proceedings, to collect the Rents and apply the proceeds, over and above the costs of the receivership, to the Indebtedness. The receiver shall serve without bond, if permitted by law.

The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as the Mortgagee may elect. The proceeds of any sale of the Premises in foreclosure shall be retained by the Mortgagee, up to the amount due on the Indebtedness, including costs of sale and any environmental remediation or other costs and expenses incurred by the Mortgagee in connection with the Indebtedness and/or the Premises, both before and after judgment, including without limitation, attorneys' fees and court costs. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Indebtedness or to require the Mortgagee to pursue its remedies against any other such assets. The Mortgagor waives all errors and imperfections in any proceedings instituted by the Mortgagee to enforce any of its rights and remedies. The exercise of any one right or remedy by the Mortgagee under this Mortgage or any of the other Related Documents shall not impair or waive the Mortgagee's right to exercise any other rights or remedies available to it at law, in equity, under this Mortgage or under any of the other Related Documents, all such rights and remedies being cumulative. All fees, costs and expenses incurred by the Mortgagee in pursuing or enforcing its rights and remedies at law, in equity, under this Mortgage or under any of the other Related Documents, whether or not a lawsuit or legal action is filed, both before and after judgment, including attorneys' fees and court costs, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. In the event of commencement of foreclosure proceedings, the Mortgagee may, at its sole option, at such time and in the manner prescribed by law, elect to have the Premises sold upon the expiration of three (3) months from the date judgment is entered pursuant to and upon the conditions set forth in Section 846.103, Wis. Stats., or if the foregoing section of the Wisconsin Statutes does not apply to the Indebtedness secured by this Mortgage, the Mortgagee may at such time and in the manner provided by law, elect to have the Premises sold upon the expiration of six (6) months from the date of judgment pursuant to Section 846.101, Wis. Stats.

18. Pledge. If the Mortgagor is not liable for all or any part of the Indebtedness then the Mortgagor agrees that:

1. If any moneys become available from any source other than the Premises that the Mortgagee can apply to the Indebtedness, the Mortgagee may apply them in any manner it chooses, including but not limited to applying them against obligations, indebtedness or liabilities which are not secured by this Mortgage.

2. The Mortgagee may take any action against the Borrower, the Premises or any other collateral for the Indebtedness, or any other person or entity liable for any of the Indebtedness
3. The Mortgagee may release the Borrower or anyone else from the Indebtedness, either in whole or in part, or release the Premises in whole or in part or any other collateral for the Indebtedness, and need not perfect a security interest in the Premises or any other collateral for the Indebtedness.
4. The Mortgagee does not have to exercise any rights that it has against the Borrower or anyone else, or make any effort to realize on the Premises or any other collateral for the Indebtedness, or exercise any right of setoff.
5. Without notice or demand and without affecting the Mortgagor's obligations hereunder, from time to time, the Mortgagee is authorized to: (a) renew, modify, compromise, rearrange, restate, consolidate, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increasing or decreasing the rate of interest thereon; (b) release, substitute or add any one or more sureties, endorsers, or guarantors; (c) take and hold other collateral for the payment of the Indebtedness, and enforce, exchange, substitute, subordinate, impair, waive or release any such collateral; (d) proceed against the Premises or any other collateral for the Indebtedness and direct the order or manner of sale as the Mortgagee in its discretion may determine; and (e) apply any and all payments received by the Mortgagee in connection with the Indebtedness, or recoveries from the Premises or any other collateral for the Indebtedness, in such order or manner as the Mortgagee in its discretion may determine.
6. The Mortgagor's obligations hereunder shall not be released, diminished or affected by (a) any act or omission of the Mortgagee, (b) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of the Borrower, or any receivership, insolvency, bankruptcy, reorganization, or other similar proceedings affecting the Borrower or any of its assets or any other obligor on the Indebtedness or that obligor's assets, (c) any change in the composition or structure of the Borrower or any other obligor on the Indebtedness, including a merger or consolidation with any other person or entity, or (d) any payments made upon the Indebtedness.
7. The Mortgagor expressly consents to any impairment of any other collateral for the Indebtedness, including, but not limited to, failure to perfect a security interest and release of any other collateral for the Indebtedness and any such impairment or release shall not affect the Mortgagor's obligations hereunder.
8. The Mortgagor waives and agrees not to enforce any rights of subrogation, contribution or indemnification that it may have against the Borrower, any person or entity liable on Indebtedness, or the Premises, until the Borrower and the Mortgagor have fully performed all their obligations to the Mortgagee, even if those obligations are not covered by this Mortgage.
9. The Mortgagor waives (a) to the extent not prohibited by applicable law, all rights and benefits under any laws or statutes regarding sureties, as may be amended, (b) any right the Mortgagor may have to receive notice of the following matters before the Mortgagee enforces any of its rights; (i) the Mortgagee's acceptance of the Mortgage, (ii) incurrence or acquisition of any Indebtedness, any credit that the Mortgagee extends to the Borrower, (iii) the borrower's default, (iv) any demand, diligence, presentment, dishonor and protest, or (v) any action that the Mortgagee takes regarding the Borrower, anyone else, any other collateral for the Indebtedness, or any of the Indebtedness, which it might be entitled to by law or under any other agreement, (c) any right it may have to require the Mortgagee to proceed against the Borrower, any guarantor or other obligor on the Indebtedness, the Premises or any other collateral for the Indebtedness, or pursue any remedy in the Mortgagee's power to pursue, (d) any defense based on any claim that the Mortgagor's obligations exceed or are more burdensome than those of the Borrower, (e) the benefit of any statute of limitations affecting the Mortgagor's obligations hereunder or the enforcement hereof, (f) any defense arising by reason of any disability or other defense of the Borrower or by reason of the cessation from any cause whatsoever (other than payment in full) of the obligation of the Borrower for the Indebtedness, and (g) any defense based on or arising out of any defense that the Borrower may have to the payment or performance of the Indebtedness or any portion thereof. The Mortgagee may waive or delay enforcing any of its rights without losing them. Any waiver affects only the specific terms and time period stated in the waiver.
10. The Mortgagor agrees that to the extent any payment or transfer is received by the Mortgagee in connections with the Indebtedness, and all or any part of such payment or transfer is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be transferred or repaid by the Mortgagee or paid over to a trustee, receiver or any other person or entity, whether under any bankruptcy act or otherwise (any of those payments or transfers is hereinafter referred to as a "Preferential Payment"), then this Mortgage shall continue to be effective or shall be reinstated, as the case may be, even if all Indebtedness has been paid in full, and whether or not the Mortgagee is in possession of this Mortgage or whether this Mortgage has been marked paid, cancelled, released or returned to Mortgagor, and, to the extent of the payment or repayment or other transfer by the Mortgagee, the Indebtedness or part intended to be satisfied by the Preferential Payment shall be revived and continued in full force and effect as if the Preferential Payment had not been made. If this Mortgage must be reinstated, the Mortgagor

agrees to execute and deliver to the Mortgagee any new deeds of trust and agreements, if necessary or if requested by the Mortgagee, in form and substance acceptable to the Mortgagee, covering the Premises.

11. The Mortgagor agrees to fully cooperate with the Mortgagee and not to delay, impede or otherwise interfere with the efforts of the Mortgagee to secure payment from the assets which secure the Indebtedness including actions, proceedings, motions, orders, agreements or other matters relating to relief from automatic stay, abandonment of property, use of cash collateral and sale of the Mortgagee's collateral free and clear of all liens.
12. The Mortgagor has (a) without reliance on the Mortgagee or any information received from the Mortgagor and based upon the records and information the Mortgagor deems appropriate, made an independent investigation of the Borrower, the Borrower's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances that may bear upon those transactions, the Borrower or the obligations, indebtedness and risks undertaken pursuant to this agreement; (b) adequate means to obtain from the Borrower on a continuing basis information concerning the Borrower and the Mortgagor has no duty to provide any information concerning the Borrower or other obligor on the Indebtedness to the Mortgagee; (c) full and complete access to the Borrower and any and all records relating to any Indebtedness now or in the future owing by the Borrower; (d) not relied and will not rely upon any representations or warranties of the Mortgagor not embodied in this agreement or any acts taken by the Mortgagor prior to or after the execution or other authentication and delivery of this agreement (including but not limited to any review by the Mortgagor of the business, assets, operations, prospects and condition, financial or otherwise, of the Borrower); and (e) determined that the Mortgagor will receive benefit, directly or indirectly, and has or will receive fair and reasonably equivalent value, for the execution and delivery of this agreement and the rights provided to the Mortgagee. By entering into this agreement, the Mortgagor does not intend: (i) to incur or believe that the Mortgagor will incur debts that would be beyond the Mortgagor's ability to pay as those debts mature; or (ii) to hinder, delay or defraud any creditor of the Mortgagor. The Mortgagor is neither engaged in nor about to engage in any business or transaction for which the remaining assets of the Mortgagor are unreasonably small in relation to the business or transaction, and any property remaining with the Mortgagor after the execution or other authentication of this agreement is not unreasonably small capital.

19. Representations by the Mortgagor. Each Mortgagor represents that: (a) it is well and truly seized of good and marketable fee simple title to the real property comprising the Premises and it is the lawful owner of the personal property comprising the Premises, subject only to Permitted Encumbrances; (b) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound or require the consent or approval of any governmental authority or any third party; (c) this Mortgage is a valid and binding agreement enforceable according to its terms; (d) any balance sheets, profit and loss statements, and other financial statements furnished to the Mortgagee in connection with the Indebtedness are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent Indebtedness of every type, which financial condition has not changed materially and adversely since those dates; and (e) it shall not permit any proceedings in foreclosure or otherwise that would affect the Premises. Each Mortgagor, other than a natural person, further represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state where it is organized and in good standing in each state where it is doing business; and (ii) the execution and delivery of this Mortgage and the performance of the obligations it imposes (A) are within its powers and have been duly authorized by all necessary action of its governing body and (B) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any partnership, operating or other agreement governing its affairs.

20. Notice. Any notices and demands under or related to this Mortgage shall be in writing and delivered to the intended party at its address stated herein, and if to the Mortgagee, at its main office if no other address of the Mortgagee is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.

21. Miscellaneous. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is null and void to the extent of the conflict or unenforceability and shall be severed from but shall not invalidate any other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor waives any other right or remedy of the

Mortgagee or waives or bars the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor. All rights and remedies of the Mortgagee are cumulative.

These promises and agreements bind and these rights benefit the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage are joint and several and their agreements, representations, warranties and covenants shall be individual, joint and several. The Mortgagor agrees that the Mortgagee may at any time sell or transfer one or more participation interests in all or any part of the Indebtedness to one or more purchasers whether or not related to the Mortgagee.

This Mortgage and the Related Documents constitute the entire understanding of the parties hereto and may not be amended or altered except by a written instrument that has been signed by the party(ies) against which enforcement of the amendment or alteration is sought.

Captions in this Mortgage are for convenience of reference only and do not limit the provisions of this Mortgage.

Time is of the essence in this Mortgage.

22. Governing Law and Venue. This Mortgage shall be governed by and construed in accordance with the laws of the LPO State (without giving effect to its laws of conflicts); EXCEPT THAT, INTEREST TO BE CHARGED BY MORTGAGEE SHALL BE GOVERNED BY FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85) AND THE LAW OF THE STATE OF OHIO, WHERE THE MAIN OFFICE OF MORTGAGEE IS LOCATED, and provided further, that if the Premises subject of this Mortgage are located in a state other than the LPO State, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Mortgage. Nothing herein shall be construed to provide that the laws of any state other than the LPO State and the State of Ohio shall apply to the obligations and Indebtedness secured by this Mortgage. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Mortgage may be brought by Mortgagee in any state or federal court located in LPO State, as Mortgagee in its sole discretion may elect. By the execution and delivery of this Mortgage, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Mortgagor waives any claim that the LPO State is not a convenient forum or the proper venue for any such suit, action or proceeding.

23. Indemnification. In addition to the indemnification provisions described in the Section captioned "Environmental Provisions" of this Mortgage, the Mortgagor agrees to indemnify, defend and hold the Mortgagee, its parent companies, subsidiaries, affiliates, their respective successors and assigns and each of their respective shareholders, directors, officers, employees and agents (collectively the "Indemnified Persons") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency, expense, interest, penalties, attorneys' fees (including the fees and expenses of attorneys engaged by the Indemnified Person at the Indemnified Person's reasonable discretion) and amounts paid in settlement ("Claims") to which any Indemnified Person may become subject arising out of or relating to this agreement or the Collateral, except to the limited extent that the Claims are proximately caused by the Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this agreement and shall not be affected by the presence, absence or amount of or the payment or nonpayment of any claim under, any insurance.

The Mortgagor's indemnity obligations under this Section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Mortgagor's assets or the Mortgagor's business activities. Should any Claim be made or brought against any Indemnified Person by reason of any event as to which the Mortgagor's indemnification obligations apply, then, upon any Indemnified Person's demand, the Mortgagor at its sole cost and expense, shall defend such Claim in the Mortgagor's name, if necessary, by the attorneys for the Mortgagor's insurance carrier (if such Claim is covered by insurance), or otherwise by such attorneys as any Indemnified Person shall approve. Any Indemnified Person may also engage its own attorneys at its reasonable discretion to defend the Indemnified Person and to assist in its defense and the Mortgagor agrees to pay the fees and disbursements of such attorneys.

24. Information Waiver. The Mortgagor agrees that the Mortgagee may provide any information or knowledge the Mortgagee may have about the Mortgagor or about any matter relating to this Mortgage or the Related Documents to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of all or any part of the Indebtedness and/or the Related Documents.

25. JURY WAIVER. THE MORTGAGOR AND THE MORTGAGEE HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) AMONG THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

Triple H, LLP

By: Peter M. Haman
Peter M. Haman, Partner

By: Timothy C. Haman
Timothy C. Haman, Partner

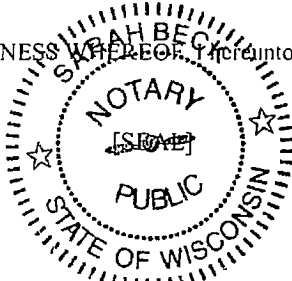
By: Thomas E. Haman
Thomas E. Haman, Partner

ACKNOWLEDGMENT

State of Wisconsin)
County of Racine) ss

The foregoing instrument was acknowledged before me this 20 day of March, 2014, by the above-named Peter M. Haman, as Partner and Timothy C. Haman, as Partner and Thomas E. Haman, as Partner of Triple H, LLP, a LLP, to me known to be the person(s) who executed the foregoing instrument on behalf of said entity for the purposes set forth therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Sarah Beck
Printed Name: Sarah Beck
Notary Public, State of Wisconsin
My commission (expires/is): 06-09-17

This instrument was drafted by: Karen Dennis

MORTGAGE

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

DOCUMENT NUMBER:

RETURN ADDRESS:
JPMorgan Chase Bank, NA
Madison Business Banking LPO
22 E. Mifflin Street, Suite 100
Madison, WI 53703

PARCEL I.D. NUMBER: 276000023876044

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$470,000.00.

THIS MORTGAGE dated May 26, 2016, is made and executed between Triple H, LLP, a Wisconsin Limited Liability Partnership, whose address is 722 S Sylvania Avenue, Sturtevant, WI 53177 (referred to below as "Grantor") and JPMorgan Chase Bank, NA, with a loan production office at Madison Business Banking LPO, 22 E. Mifflin Street, Suite 100, Madison, WI 53703 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender all of Grantor's right, title, and interest, whether existing or hereafter acquired, in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, streets, roads, alleys and public places, privileges and appurtenances, public or private, now or hereafter used in connection with the Property; all rights to make divisions of the land that are exempt from the platting requirements of all applicable land division and/or platting acts, as amended from time to time; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); all Personal Property; all licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Property; all insurance proceeds; all awards, including interest, made to Grantor for any taking by eminent domain of the Property; all existing and future leases, subleases, licenses and other agreements for the use and/or occupancy of the Property, oral or written, including all extensions, renewals, replacements and holdovers; all Rents from the Property; and all other rights, royalties, and profits relating to the real property, including, without limitation, all minerals, oil, gas, geothermal and similar matters (the "Real Property") located in Racine County, State of Wisconsin:

Lot 1 of Certified Survey Map No. 1986, being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, as recorded in the office of the Register of Deeds for Racine County, on September 5, 1997 in Volume 6 of Certified Survey Maps, at Page 70, as Document No. 1593585.

EXCEPTING THEREFROM the following described portion: Begin at the Northwest corner of said Lot 1; run thence N 88 degrees 27'33" East 17.70 feet; thence South 01 degrees 32'27" East 213.00 feet; thence South 45 degrees 48'16" East 41.20 feet; thence South 18 degrees 07'00" West 18.58 feet; thence South 88 degrees 27'33" West 10.00 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 30.00 feet and whose chord bears North 46 degrees 32'27" West 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence North 01 degrees 32'27" West 230.00 feet to the South right-of-way line of 21st Street and the point of beginning. Said land being in the City of Racine, County of Racine, State of Wisconsin.

The Real Property or its address is commonly known as 5801 21st Street, Racine, WI 53406. The Real Property tax identification number is 276000023876044

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Grantor's homestead.

Grantor unconditionally, irrevocably and presently assigns, grants, conveys and sets over to Lender all of Grantor's right, title and interest in and to all present and future leases, subleases, licenses and other agreements for the use and/or occupancy of the Property, oral or written, including all extensions, renewals, replacements and holdovers (collectively, the "Leases") and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and the Rents.

This Mortgage, including the assignment of Leases and Rents and the security interests in the Rents and Personal Property, is given to secure (A) payment of the Indebtedness and (B) performance of any and all covenants and obligations under the Note, the Related Documents, and this Mortgage.

THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND COVENANTS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority, acting alone, to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) during the period of Grantor's ownership

of the Property, there has been no generation, manufacture, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any generation, manufacture, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances on, under, about or from the Property by any prior owners or occupants of the Property or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property (an "occupant") shall use, generate, manufacture, store, treat, refine, transport, dispose of or release any Hazardous Substances on, under, about or from the Property or (b) if any such activity occurs, any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, all Environmental Laws. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances.

Grantor and any occupants at the Property shall exercise extreme care in handling Hazardous Substances and, if Grantor or any occupant uses or encounters any Hazardous Substances at the Property, Grantor shall, at its own cost and expense, in addition to complying with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, all Environmental Laws, undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) necessary to prevent or minimize (a) property damage (including damage to Grantor's or any occupant's own property), (b) personal injury, (c) damage to the environment or (d) the threat of any such damage or injury, in each case, by reason of any release of or exposure to any Hazardous Substances at the Property or the operations of Grantor or any occupant at the Property.

Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of this Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. If, pursuant to the section set forth below regarding expenditures by Lender, Lender performs any of the actions required of Grantor under this section of the Mortgage, Lender shall not, by reason of such performance, be deemed to be assuming any responsibility of Grantor under any Environmental Law or to any third party.

Grantor shall immediately notify Lender upon becoming aware of any of the following: (a) any spill, release or disposal of any Hazardous Substances at the Property or in connection with any of operations at the Property, if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (b) any contamination, or imminent threat of contamination, of the Property by any Hazardous Substances or any violation of Environmental Laws in connection with the Property or any operations conducted at the Property; (c) any order, notice of violation, fine, penalty or other similar action by any governmental authority relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property; (d) any judicial or administrative investigation or proceeding relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property; (e) any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Grantor's ability to perform any of its obligations under this Mortgage when such performance is due. Grantor shall deliver to Lender, at Lender's request, copies of any and all documents in Grantor's possession (or to which it has access) relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property, including, without limitation, the results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Grantor hereby: (1) releases and waives any future claims against any Indemnified Person (as defined in the Indemnity provision in the MISCELLANEOUS PROVISIONS section below) for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws; and (2) agrees to indemnify and hold harmless each Indemnified Person against any and all obligations, actions, judgments, suits, claims, losses, liabilities, damages, penalties, disbursements, costs and expenses, of any kind or nature, which any Indemnified Person may directly or indirectly sustain or suffer resulting from, relating to, arising out of or arising as a consequence of (a) any breach of this section of the Mortgage, (b) any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances occurring during or prior to Grantor's ownership of the Property, whether or not the same was or should have been known to Grantor, (c) any investigatory or remedial action involving the Property, the operations conducted at the Property or any other operations of Grantor or any occupant at the Property that is required by any Environmental Laws and (d) the contamination of the Property by any Hazardous Substances, by any means whatsoever (including, without limitation, any migration of any Hazardous Substances onto the Property, present or future).

The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's or any Indemnified Person's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments

against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien effecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration so long as no Event of Default exists. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, (2) the remaining term of the Note, or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default. Any such action by Lender shall not be construed as curing any Event of Default so as to bar Lender from any remedy that Lender otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Subrogation. Grantor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for liens for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted in this Mortgage, regardless of whether the same are expressly or otherwise subordinate to the liens and security interests created by this Mortgage.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and

take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

ASSIGNMENT OF RENTS AND LEASES. The following provisions relating to this Mortgage as an assignment of Rents and Leases are a part of this Mortgage:

License to Grantor. Unless and until Lender exercises its right to collect the Rents as provided below, and so long as no Event of Default exists, Grantor shall have a license to (a) remain in possession and control of the Property, (b) operate and manage the Property and (c) collect the Rents; provided that the granting of such license shall not constitute Lender's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to Grantor, upon the occurrence of any Event of Default. After the occurrence of any Event of Default, Lender may exercise any of the rights and remedies set forth below and/or elsewhere in this Mortgage. Any Rents that are collected by Grantor after the occurrence of any Event of Default shall be held in trust for the benefit of Lender.

Grantor's Representations, Warranties and Covenants. Grantor represents, warrants and covenants that: (a) Grantor has good title to the Leases and is entitled to receive the Rents, in each case, free and clear of all rights, loans, liens, encumbrances, and claims, except as disclosed to and accepted by Lender in writing; (b) Grantor has the full right, power and authority to assign and convey the Leases and Rents to Lender; (c) Grantor has not previously assigned or conveyed the Leases and/or Rents to any other person or entity by any instrument now in force; (d) Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and/or the Rents; (e) Grantor will fulfill and perform its obligations under all Leases and will give Lender prompt notice of any default in the performance of the terms of any of the Leases by either Grantor or any tenant, together with copies of all notices sent to or received by Grantor in connection with any Lease; (f) Grantor will enforce the tenants' obligations under the Leases; (g) Grantor will not, in any way, enter into any new Lease, amend, assign, cancel, or terminate any Lease, accept a surrender of any Lease or any leased premises, except any payment of Rent more than one month in advance or waiver, release, discharge or compromise any Rent or any of the obligations of the tenants under any of the Leases, in each case, without the prior written consent of Lender; (h) Grantor will appear in and defend or prosecute any action growing out of any Lease, at Grantor's cost and expense; (i) there is no present default by any tenant under any Lease; (j) all existing Leases are in full force and effect and unmodified; (k) to the best of Grantor's knowledge, no person or entity other than authorized tenants is in possession of all or any part of the Property; (l) Grantor will provide copies of any and all Leases and Lease amendments, and all records relating thereto, to Lender upon Lender's request.

Lender's Right To Receive and Collect Rents. Subject to the license granted to Grantor above, Lender shall have the right, at any time from and after the occurrence of any Event of Default, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers, and authority: (a) Lender may send notices to any and all tenants of the Property advising them of this assignment and directing all Rents to be paid directly to Lender or Lender's agent; (b) Lender may (i) enter upon and take possession of the Property, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents of the Property, (iii) institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property and collect the Rents, (iv) remove any tenant or other persons from the Property, (v) enter upon the Property to maintain the Property and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by Lender on the Property; (c) Lender may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) Lender may (i) rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate and (ii) modify, terminate or accept the surrender of any Leases and/or waive, release, discharge or compromise any Rent or any obligations of any of the tenants under the Leases; (e) Lender may make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of Grantor under any Lease, without releasing Grantor from the obligation to do so and without notice to or demand on Grantor; (f) Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents; and (g) Lender may do all such other things and acts with respect to the Property, the Leases and the Rents as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor. Lender has all of the powers of Grantor for the purposes stated above. Lender shall not be required to do any of the foregoing acts or things and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing. The foregoing rights and remedies of Lender are in addition to and not in limitation of the rights and remedies of Lender under the RIGHTS AND REMEDIES UPON DEFAULT section of this Mortgage, including the rights and remedies set forth in the "Collect Rents" provision, all of which rights and remedies are incorporated into this ASSIGNMENT OF RENTS section.

Application of Rents. Any Rents received by Lender shall be applied against the Indebtedness (including Lender's costs and expenses) in such order or manner as Lender shall elect in its sole discretion.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Grantor. The tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The assignment of Rents and Leases set forth herein is not contingent upon any notice or demand by Lender to the tenants.

Lender In Possession. Lender's acceptance of this Mortgage shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "mortgagee in possession," nor obligate Lender to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Property; (b) take any action hereunder; (c) expend any money, incur any expenses or perform any obligations or liability under the Leases; or (d) assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to any person or property in or about the Property. Grantor indemnifies Lender and holds it harmless from all liability or damages which Lender may incur under any Lease and from all claims and demands which may be asserted against Lender by reason of any alleged obligation on its part to perform any term of any Lease.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Grantor hereby authorizes Lender to file such financing statements with respect to the Property as Lender shall deem appropriate and Grantor shall take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon the occurrence of any Event of Default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business or the death of any partner, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure, replevin, repossession, attachment, levy, execution, or forfeiture proceedings, whether by judicial proceeding, self-help, or any other method, by any creditor of Borrower or Grantor, or by any governmental agency against the Collateral or any other assets of Borrower or Grantor. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding Events of Default occurs with respect to any guarantor of the Indebtedness as if the word "guarantor" were substituted for the word "Borrower or Grantor" in such Event of Default, or any guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Foreclosure without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence

that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property six (6) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition.

Election of Remedies. Election by Lender to pursue any remedy will not bar any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG THE UNDERSIGNED AND LENDER WHETHER ANY SUCH RIGHT NOW OR HEREAFTER EXISTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

GOVERNING LAW. The Lender's loan production office for this transaction is located at the address and in the State (the "LPO State") indicated in the LPO address or the loan production office address on the first page of this document. This document will be governed by and interpreted in accordance with federal law and the laws of the LPO State, except for matters related to interest and the exportation of interest, which matters shall be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations and opinions) and the laws of the State of Ohio. However, if there is ever a question about whether any provision of this document is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by this document has been made in the State of Ohio.

VENUE. If there is a lawsuit, the undersigned agrees to submit to the jurisdiction of the courts of the county in the LPO State in which the Lender's loan production office is located.

SECURITY AGREEMENT CLARIFICATION. The section of this document captioned "Security Agreement; Financing Statement" is hereby clarified to provide that this document applies to and constitutes a Security Agreement granting to Lender a security interest in any of the Property to the extent such Property constitutes equipment, contracts, receivables, general intangibles, as well as fixtures, now or hereafter related to, arising from, attached to or affixed to the Real Property, together with all proceeds thereof; and Lender shall have all of the rights of a secured party under the Uniform Commercial Code, as amended from time to time, for the state where the Property is located.

INFORMATION WAIVER. Lender may provide, without any limitation whatsoever, to any one or more purchasers, potential purchasers, or affiliates of JPMorgan Chase & Co., any information or knowledge Lender may have about Grantor or about any matter relating to this Mortgage, and Grantor hereby waives any right to privacy Grantor may have with respect to such matters.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such

right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Indemnity. Grantor hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, employees, agents and representatives (each an "Indemnified Person"), from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against any Indemnified Person (whether or not caused by an Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this Mortgage and shall extend and continue to benefit each individual or entity who is, becomes or has any time been an Indemnified Person hereunder.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code to the extent that this Mortgage encumbers Personal Property that is governed by the Wisconsin Uniform Commercial Code:

Borrower. The word "Borrower" means Triple H Florida Real Estate, LLC; Haman Associates of Florida, LLC; and Triple H, LLP, and all other persons and entities signing the Note in whatever capacity.

Environmental Laws. The words "Environmental Laws" mean any and all federal, state, local and foreign statutes, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (i) the protection of the environment, (ii) the effect of the environment on human health, (iii) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (iv) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

Event of Default. The words "Event of Default" mean any of the events set forth in the section of this Mortgage entitled Events of Default.

Grantor. The word "Grantor" means Triple H, LLP.

Hazardous Substances. The words "Hazardous Substances" mean all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition, and without limitation, the term "Indebtedness" includes all amounts identified in the Cross-Collateralization paragraph of this Mortgage. However, the term "Indebtedness" is subject to the limitations identified in the Maximum Lien paragraph of this Mortgage.

Lender. The word "Lender" means JPMorgan Chase Bank, NA, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated May 26, 2016, in the original principal amount of \$3,329,642.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now existing or hereafter arising, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, bonuses, accounts receivable, cash, security deposits, advance rentals and other payments and/or benefits, of every kind and nature, derived from the Property, including Grantor's right to enforce the Leases and to receive and collect payments and proceeds under the Leases.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

MORTGAGE
(Continued)

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GRANTOR:

TRIPLE H, LLP

By: Timothy C. Haman
Timothy C. Haman, General Partner of Triple H, LLP

By: Thomas E. Haman
Thomas E. Haman, General Partner of Triple H, LLP

This Mortgage prepared by: X Rachel Karns

Name of Signer: _____

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of Triple H, LLP authenticated this _____ day of _____, 20____.

Title: Member State Bar of Wisconsin or _____
authorized under Section 706.06, Wis. Stats.

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Walworth) SS

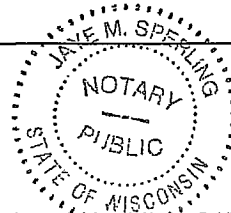
On this 26th day of May, 2016, before me, the undersigned Notary Public, personally appeared Timothy C. Haman; Thomas E. Haman of Triple H, LLP, and known to me to be partners or designated agents of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the partnership.

By: Jaye M. Sperling
[Type or Print Name]

Residing at Delavan, WI

Notary Public in and for the State of Wisconsin

My commission expires 2-19-17



MORTGAGE

DOCUMENT NUMBER:

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Company - SPS Wisconsin

RECORDATION REQUESTED BY:
JPMorgan Chase Bank, NA
Business Banking Loan Servicing IL1-0054
P.O. Box 6026
Chicago, IL 60680-6026

PARCEL I.D. NUMBER: 23876-044

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$470,000.00.

THIS MORTGAGE dated May 23, 2017, is made and executed between Triple H, LLP, a Wisconsin limited liability partnership, whose address is 722 S Sylvania Avenue, Sturtevant, WI 53177 (referred to below as "Grantor") and JPMorgan Chase Bank, NA, with a loan production office at Madison Business Banking LPO, 22 E. Mifflin Street, Suite 100, Madison, WI 53703 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender all of Grantor's right, title, and interest, whether existing or hereafter acquired, in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, streets, roads, alleys and public places, privileges and appurtenances, public or private, now or hereafter used in connection with the Property; all rights to make divisions of the land that are exempt from the platting requirements of all applicable land division and/or platting acts, as amended from time to time; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); all Personal Property; all licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Property; all insurance proceeds; all awards, including interest, made to Grantor for any taking by eminent domain of the Property; all existing and future leases, subleases, licenses and other agreements for the use and/or occupancy of the Property, oral or written, including all extensions, renewals, replacements and holdovers; all Rents from the Property; and all other rights, royalties, and profits relating to the real property, including, without limitation, all minerals, oil, gas, geothermal and similar matters (the "Real Property") located in Racine County, State of Wisconsin:

Lot 1 of Certified Survey Map No. 1986, being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, as recorded in the office of the Register of Deeds for Racine County, on September 5, 1997 in Volume 6 of Certified Survey Maps, at Page 70, as Document No. 1593585. EXCEPTING THEREFROM the following described portion: Begin at the Northwest corner of said Lot 1; run thence N 88°27'33" East 17.70 feet; thence South 01°32'27" East 213.00 feet; thence South 45°48'16" East 41.20 feet; thence South 18°07'00" West 18.58 feet; thence South 88°27'33" West 10.00 feet to the point of curvature of a curve of southwesterly convexity whose radius is 30.00 feet and whose chord bears North 46°32'27" West 42.43 feet; thence Northwesterly 47.12 feet along the arc of said curve; thence North 01°32'27" West 230.00 feet to the South right-of-way line of 21st Street and the point of beginning. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No.: 23876-044

The Real Property or its address is commonly known as: 5801 21st Street, Racine, WI 53406. The Real Property tax identification number is 23876-044

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Grantor's homestead.

Grantor unconditionally, irrevocably and presently assigns, grants, conveys and sets over to Lender all of Grantor's right, title and interest in and to all present and future leases, subleases, licenses and other agreements for the use and/or occupancy of the Property, oral or written, including all extensions, renewals, replacements and holdovers (collectively, the "Leases") and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and the Rents.

This Mortgage, including the assignment of Leases and Rents and the security interests in the Rents and Personal Property, is given to secure (A) payment of the indebtedness and (B) performance of any and all covenants and obligations under the Note, the Related Documents, and this Mortgage.

THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND COVENANTS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority, acting alone, to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) during the period of Grantor's ownership of the Property, there has been no generation, manufacture, treatment, refinement, transportation, disposal, release or threatened

MORTGAGE (Continued)

Page 2

release of any Hazardous Substances by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any generation, manufacture, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances on, under, about or from the Property by any prior owners or occupants of the Property or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property (an "occupant") shall use, generate, manufacture, store, treat, refine, transport, dispose of or release any Hazardous Substances on, under, about or from the Property or (b) if any such activity occurs, any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, all Environmental Laws. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances.

Grantor and any occupants at the Property shall exercise extreme care in handling Hazardous Substances and, if Grantor or any occupant uses or encounters any Hazardous Substances at the Property, Grantor shall, at its own cost and expense, in addition to complying with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, all Environmental Laws, undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) necessary to prevent or minimize (a) property damage (including damage to Grantor's or any occupant's own property), (b) personal injury, (c) damage to the environment or (d) the threat of any such damage or injury, in each case, by reason of any release of or exposure to any Hazardous Substances at the Property or the operations of Grantor or any occupant at the Property.

Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of this Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. If, pursuant to the section set forth below regarding expenditures by Lender, Lender performs any of the actions required of Grantor under this section of the Mortgage, Lender shall not, by reason of such performance, be deemed to be assuming any responsibility of Grantor under any Environmental Law or to any third party.

Grantor shall immediately notify Lender upon becoming aware of any of the following: (a) any spill, release or disposal of any Hazardous Substances at the Property or in connection with any of operations at the Property, if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (b) any contamination, or imminent threat of contamination, of the Property by any Hazardous Substances or any violation of Environmental Laws in connection with the Property or any operations conducted at the Property; (c) any order, notice of violation, fine, penalty or other similar action by any governmental authority relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property; (d) any judicial or administrative investigation or proceeding relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property; (e) any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Grantor's ability to perform any of its obligations under this Mortgage when such performance is due. Grantor shall deliver to Lender, at Lender's request, copies of any and all documents in Grantor's possession (or to which it has access) relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property, including, without limitation, the results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Grantor hereby: (1) releases and waives any future claims against any Indemnified Person (as defined in the Indemnity provision in the MISCELLANEOUS PROVISIONS section below) for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws; and (2) agrees to indemnify and hold harmless each Indemnified Person against any and all obligations, actions, judgments, suits, claims, losses, liabilities, damages, penalties, disbursements, costs and expenses, of any kind or nature, which any Indemnified Person may directly or indirectly sustain or suffer resulting from, relating to, arising out of or arising as a consequence of (a) any breach of this section of the Mortgage, (b) any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances occurring during or prior to Grantor's ownership of the Property, whether or not the same was or should have been known to Grantor, (c) any investigatory or remedial action involving the Property, the operations conducted at the Property or any other operations of Grantor or any occupant at the Property that is required by any Environmental Laws and (d) the contamination of the Property by any Hazardous Substances, by any means whatsoever (including, without limitation, any migration of any Hazardous Substances onto the Property, present or future).

The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's or any Indemnified Person's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wisconsin law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment,

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Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration so long as no Event of Default exists. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, (2) the remaining term of the Note, or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default. Any such action by Lender shall not be construed as curing any Event of Default so as to bar Lender from any remedy that Lender otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Subrogation. Grantor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for liens for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted in this Mortgage, regardless of whether the same are expressly or otherwise subordinate to the liens and security interests created by this Mortgage.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

ASSIGNMENT OF RENTS AND LEASES. The following provisions relating to this Mortgage as an assignment of Rents and Leases are a part of this Mortgage:

License to Grantor. Unless and until Lender exercises its right to collect the Rents as provided below, and so long as no Event of Default exists, Grantor shall have a license to (a) remain in possession and control of the Property, (b) operate and manage the Property and (c) collect the Rents; provided that the granting of such license shall not constitute Lender's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to Grantor, upon the occurrence of any Event of Default. After the occurrence of any Event of Default, Lender may exercise any of the rights and remedies set forth below and/or elsewhere in this Mortgage. Any Rents that are collected by Grantor after the occurrence of any Event of Default shall be held in trust for the benefit of Lender.

Grantor's Representations, Warranties and Covenants. Grantor represents, warrants and covenants that: (a) Grantor has good title to the Leases and is entitled to receive the Rents, in each case, free and clear of all rights, loans, liens, encumbrances, and claims, except as disclosed to and accepted by Lender in writing; (b) Grantor has the full right, power and authority to assign and convey the Leases and Rents to Lender; (c) Grantor has not previously assigned or conveyed the Leases and/or Rents to any other person or entity by any instrument now in force; (d) Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and/or the Rents; (e) Grantor will fulfill and perform its obligations under all Leases and will give Lender prompt notice of any default in the performance of the terms of any of the Leases by either Grantor or any tenant, together with copies of all notices sent to or received by Grantor in connection with any Lease; (f) Grantor will enforce the tenants' obligations under the Leases; (g) Grantor will not, in any way, enter into any new Lease, amend, assign, cancel, or terminate any Lease, accept a surrender of any Lease or any leased premises, accept any payment of Rent more than one month in advance or waive, release, discharge or compromise any Rent or any of the obligations of the tenants under any of the Leases, in each case, without the prior written consent of Lender; (h) Grantor will appear in and defend or prosecute any action growing out of any Lease, at Grantor's cost and expense; (i) there is no present default by any tenant under any Lease; (j) all existing Leases are in full force and effect and unmodified; (k) to the best of Grantor's knowledge, no person or entity other than authorized tenants is in possession of all or any part of the Property; (l) Grantor will provide copies of any and all Leases and Lease amendments, and all records relating thereto, to Lender upon Lender's request.

Lender's Right To Receive and Collect Rents. Subject to the license granted to Grantor above, Lender shall have the right, at any time from and after the occurrence of any Event of Default, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers, and authority: (a) Lender may send notices to any and all tenants of the Property advising them of this assignment and directing all Rents to be paid directly to Lender or Lender's agent; (b) Lender may (i) enter upon and take possession of the Property, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents of the Property, (iii) institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property and collect the Rents, (iv) remove any tenant or other persons from the Property, (v) enter upon the Property to maintain the Property and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by Lender on the Property; (c) Lender may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) Lender may (i) rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate and (ii) modify, terminate or accept the surrender of any Leases and/or waive, release, discharge or compromise any Rent or any obligations of any of the tenants under the Leases; (e) Lender may make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of Grantor under any Lease, without releasing Grantor from the obligation to do so and without notice to or demand on Grantor; (f) Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents; and (g) Lender may do all such other things and acts with respect to the Property, the Leases and the Rents as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor. Lender has all of the powers of Grantor for the purposes stated above. Lender shall not be required to do any of the foregoing acts or things and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing. The foregoing rights and remedies of Lender are in addition to and not in limitation of the rights and remedies of Lender under the RIGHTS AND REMEDIES UPON DEFAULT section of this Mortgage, including the rights and remedies set forth in the "Collect Rents" provision, all of which rights and remedies are incorporated into this ASSIGNMENT OF RENTS section.

Application of Rents. Any Rents received by Lender shall be applied against the Indebtedness (including Lender's costs and expenses) in such order or manner as Lender shall elect in its sole discretion.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Grantor. The tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The assignment of Rents and Leases set forth herein is not contingent upon any notice or demand by Lender to the tenants.

Lender in Possession. Lender's acceptance of this Mortgage shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "mortgagee in possession," nor obligate Lender to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Property; (b) take any action hereunder; (c) expend any money, incur any expenses or perform any obligations or liability under the Leases; or (d) assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to any person or property in or about the Property. Grantor indemnifies Lender and holds it harmless from all liability or damages which Lender may incur under any Lease and from all claims and demands which may be asserted against Lender by reason of any alleged obligation on its part to perform any term of any Lease.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

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Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Grantor hereby authorizes Lender to file such financing statements with respect to the Property as Lender shall deem appropriate and Grantor shall take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon the occurrence of any Event of Default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business or the death of any partner, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure, replevin, repossession, attachment, levy, execution, or forfeiture proceedings, whether by judicial proceeding, self-help, or any other method, by any creditor of Borrower or Grantor, or by any governmental agency against the Collateral or any other assets of Borrower or Grantor. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding Events of Default occurs with respect to any guarantor of the Indebtedness as if the word "guarantor" were substituted for the word "Borrower or Grantor" in such Event of Default, or any guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify

person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Foreclosure without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property six (6) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition.

Election of Remedies. Election by Lender to pursue any remedy will not bar any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG THE UNDERSIGNED AND LENDER WHETHER ANY SUCH RIGHT NOW OR HEREAFTER EXISTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

GOVERNING LAW AND VENUE. The Lender's loan production office for this transaction is located at the address and in the State (the "LPO State") indicated in the LPO address or the loan production office address on the first page of this document. Subject to the paragraph in this document titled "Applicable Law", this document and the Related Documents will be governed by, construed and enforced in accordance with federal law and the laws of the LPO State, except for matters related to interest and the exportation of interest, which matters shall be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations and opinions) and the laws of the State of Ohio. However, if there is ever a question about whether any provision of this document is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. This document and the Related Documents have been made by Lender in the State of Ohio. If there is a lawsuit, the undersigned agrees upon Lender's request to submit to the jurisdiction of the courts of the county in the LPO State in which the Lender's loan production office is located.

INFORMATION WAIVER. Lender may provide, without any limitation whatsoever, to any one or more purchasers, potential purchasers, or affiliates of JPMorgan Chase & Co., any information or knowledge Lender may have about Grantor or about any matter relating to this Mortgage, and Grantor hereby waives any right to privacy Grantor may have with respect to such matters.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any

federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this Instrument.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Indemnity. Grantor hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, employees, agents and representatives (each an "Indemnified Person"), from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against any Indemnified Person (whether or not caused by an Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the indebtedness or the Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this Modification of Mortgage and shall extend and continue to benefit each individual or entity who is, becomes or has any time been an Indemnified Person hereunder.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code to the extent that this Mortgage encumbers Personal Property that is governed by the Wisconsin Uniform Commercial Code:

Borrower. The word "Borrower" means Triple H Florida Real Estate, LLC; Heman Associates of Florida, LLC; and Triple H, LLP, and all other persons and entities signing the Note in whatever capacity.

Environmental Laws. The words "Environmental Laws" mean any and all federal, state, local and foreign statutes, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (i) the protection of the environment, (ii) the effect of the environment on human health, (iii) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (iv) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

Event of Default. The words "Event of Default" mean any of the events set forth in the section of this Mortgage entitled Events of Default.

Grantor. The word "Grantor" means Triple H, LLP.

Hazardous Substances. The words "Hazardous Substances" mean all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition, and without limitation, the term "Indebtedness" includes all amounts identified in the Cross-Collateralization and Future Advances paragraphs of this Mortgage. However, the term "Indebtedness" is subject to the limitations identified in the Maximum Lien paragraph of this Mortgage.

Lender. The word "Lender" means JPMorgan Chase Bank, NA, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated May 23, 2017, in the original principal amount of \$3,442,400.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is May 23, 2037.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all acccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now existing or hereafter arising, executed in connection with the indebtedness.

MORTGAGE
(Continued)

Page 8

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, bonuses, accounts receivable, cash, security deposits, advance rentals and other payments and/or benefits, of every kind and nature, derived from the Property, including Grantor's right to enforce the Leases and to receive and collect payments and proceeds under the Leases.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

TRIPLE H, LLP

By: Timothy C. Horman
Timothy C. Horman, General Partner of Triple H, LLP

By: Thomas E. Horman
Thomas E. Horman, General Partner of Triple H, LLP

This Mortgage prepared by: X Danielle Kaple
Name of Signer: Danielle Kaple

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of Triple H, LLP authenticated this _____ day of _____, 20____

Title: Member State Bar of Wisconsin or _____
authorized under Section 708.08, Wis. Stats

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin

COUNTY OF Walworth

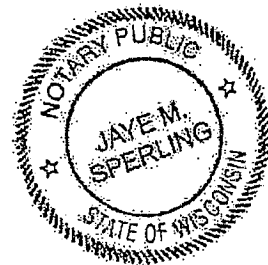
On this 23 day of May, 2017, before me, the undersigned Notary Public, personally appeared Timothy C. Horman; Thomas E. Horman of Triple H, LLP, and known to me to be partners or designated agents of the Partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and to file and defend the same on behalf of the Partnership.

By: Jaye M. Sperling Residing at Walworth County

(Type or Print Name)

Notary Public in and for the State of Wisconsin

My commission expires 2-19-21



Received for Record 30th September 11:11 A.D. 1986 at 9'clock A.M. and recorded in Volume 3 of CSM on page 426-428

R/b

008-03-22-24-026-000

from: 008-03-22-24-025-000

Ther M. Schuttler
Registrar of Deeds

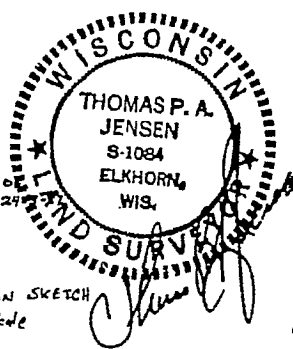
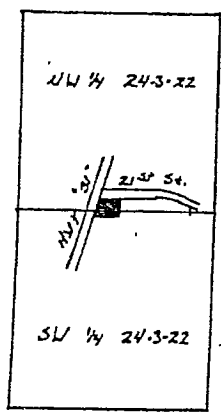
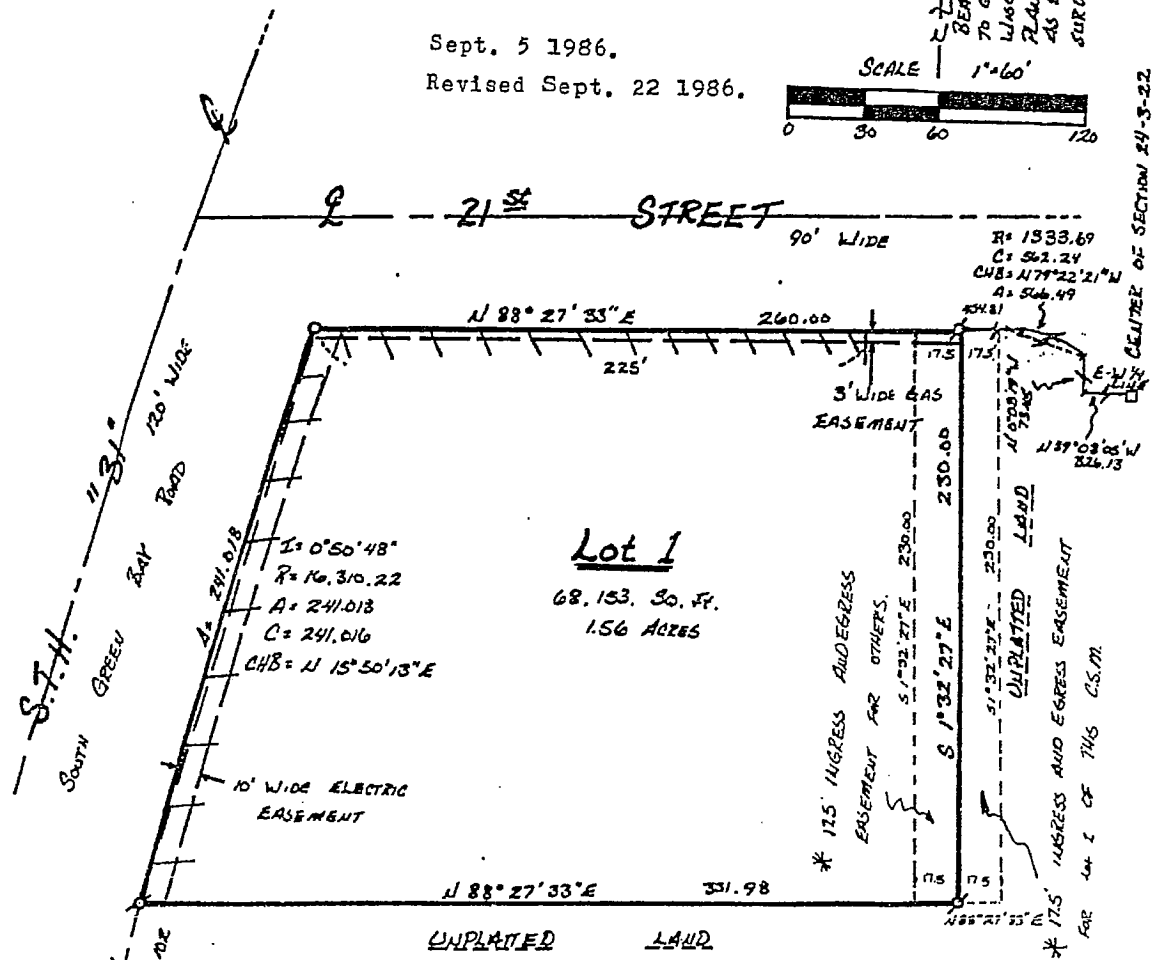
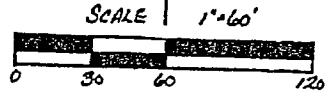
1207187

CERTIFIED SURVEY MAP No. 7169
Located in the N.W. 1/4 and the S.W. 1/4 of Section 24,
Town 3 North, Range 22 East, Racine County, Wisconsin.

Owner: Racine County

Jensen Surveying & Mapping S.C.
45 S. Wisconsin St. P.O. Box 322
Elkhorn, Wisconsin. 53121
(414) 723-3434

Sept. 5 1986.
Revised Sept. 22 1986.



- LEGEND**
- ~ 120V PIPE FOUND
 - ⊗ ~ SET 1.5" DIA. 120V PIPE, 17" LONG WEIGHING AT LEAST 1.13 LBS/LIN FT.
 - ~ COUNTY SECTION CORNER MONUMENT
 - ~ No vehicular access. SEE PAGE 3.

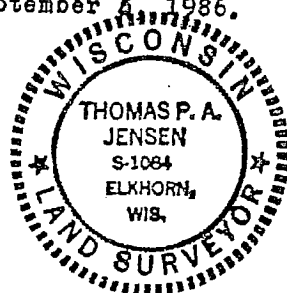
CERTIFIED SURVEY MAP No. 1164
Located in the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 24,
Town 3 North, Range 22 East, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE & LEGAL DESCRIPTION:

I, Thomas P.A. Jensen, Wisconsin Registered Land Surveyor, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: Part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, Town of Mount Pleasant, Racine County, Wisconsin, more particularly described as follows: Commence at the Center $\frac{1}{4}$ corner of Said Section 24; thence N 89°08'05" W, along the East- West $\frac{1}{4}$ line of said Section 24, 326.13 feet; thence N 0°08'19" W 73.45 feet to the South line of 21st Street; thence Northwesterly, along said South line and the arc of a curve of Northwesterly convexity (whose radius = 1333.69 feet and whose chord bears N 79°22'21" W 562.24 feet) 566.49 feet; thence S 88°27'33" W, along said South line, 434.81 feet to the Point of Beginning; thence S 1°32'27" E 230.00 feet; thence S 88°27'33" W 331.98 feet to the East line of State Trunk Highway 31; thence Northeasterly along said East line and the arc of Northwesterly convexity (whose radius is 16,310.22, whose central angle is 0°50'48", and whose chord bears N 15°50'13" E 241.016) 241.018 feet to the South line of said 21st Street; thence N 88°27'33" E, along said South line, 260.00 feet to the Point of Beginning. Parcel contains 68,153. sq. ft. of land, more or less.

I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances and the Racine County Land Division Control Ordinance in making such survey and Certified Survey Map.

September 8, 1986.



Thomas P.A. Jensen
Thomas P.A. Jensen R.L.S. 1084
Revised Sept. 22 1986.

CITY'S CERTIFICATE:

Approved by the Common Council of the City of Racine this
_____ day of _____, 1986 by resolution.

Anthony J. Schlaffer
Clerk, City of Racine.

COUNTY'S CERTIFICATE:

Approved as a CERTIFIED SURVEY MAP this 24th day of
SEPTEMBER, 1986.

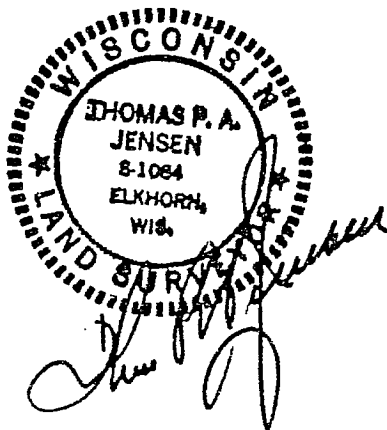
Arnold L. Clement
Arnold L. Clement, Director
of Planning & Development
Racine County.

CERTIFIED SURVEY MAP No. 1169
Located in the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of
Section 24, Town 3 North, Range 22 East, Racine
County, Wisconsin.

TOWN BOARD APPROVAL:

Approved as a Certified Survey Map this 5th day
of September, 1986.

Carol Jensen
Carol Jensen, Clerk
Town of Mt Pleasant



Sept. 5, 1986.
Revised Sept. 22 1986.

ACCESS RESTRICTION:

As owner, I hereby restrict Lot 1, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with State Trunk Highway "31" (S. Green Bay Road) or the Westerly 225.00 feet of 21st Street as shown on page 1 of this Certified Survey Map; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public, and shall be enforceable by the Wisconsin Department of Transportation.

Pg. 3 of 3 Pgs.

Received for Record 9th day of November A.D. 1987 at 10:31 o'clock A.M. and recorded in Volume 4 of C.S.M. on page 36-38

1243887

Lot 1 276-0000-23876-39

From: 276-0000-23876-17

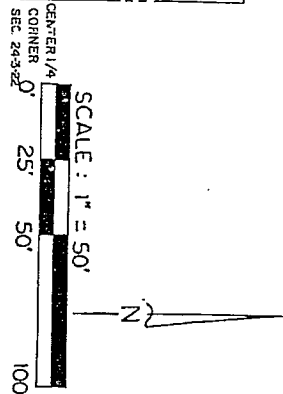
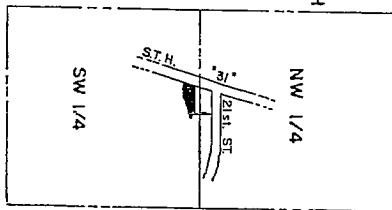
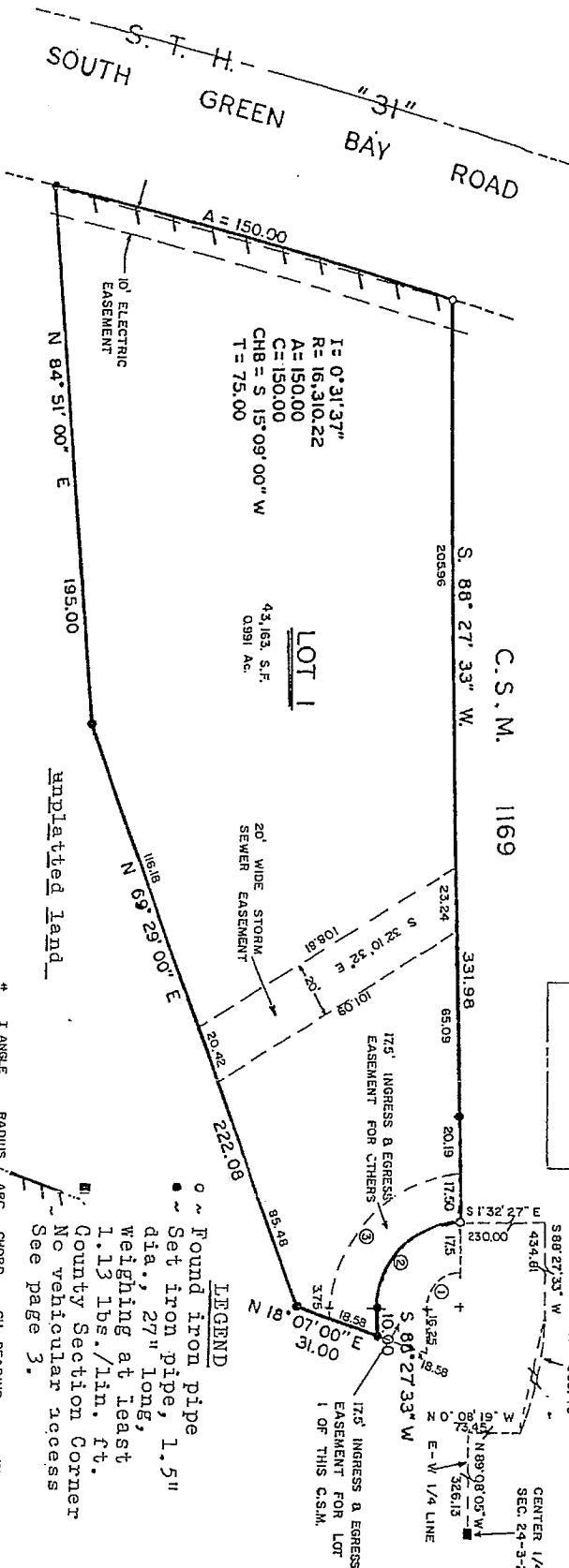
Helmut M. Schutten
Register of Deeds

CERTIFIED SURVEY MAP No. 1276

Job reference number: 1987.107

Sheet 1 of 3 sheets.

#	ANGLE	RADIUS	ARC CHORD	CH. BEARING	72N
1	90°00'00"	12.50	19.63	N 40°32'27" W	12.50
2	90°00'00"	30.00	47.12	N 46°32'27" W	30.00
3	90°00'00"	47.50	74.61	N 46°32'27" W	47.50



Mapping date: October 6, 1987.
Bearings referenced to Grid North, Wisconsin State Plane Coordinate System as determined by previous surveys.

Surveyed by: Jensen Surveying & Mapping S.C.
45 South Wisconsin Street
P.O. Box 322
Elkhorn, Wisconsin, 53121

Surveyed for: Racine County
LOCATION SKETCH
NOT TO SCALE

CERTIFIED SURVEY MAP No. 1276
Located in the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, Racine County, Wisconsin.

CERTIFIED SURVEY MAP No. 1276
Located in the Southwest $\frac{1}{4}$ of Section 24, Town 3 North,
Range 22 East, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE & LEGAL DESCRIPTION

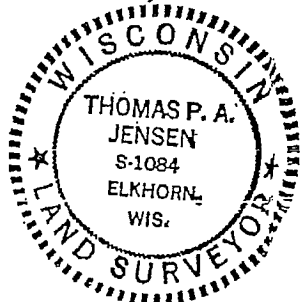
I, Thomas P.A. Jansen, Wisconsin Registered Land Surveyor, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: Part of the Southwest $\frac{1}{4}$ of Section 24, Town 3 North, Range 22 East, Racine County, Wisconsin, more particularly described as follows: Commence at the Center $\frac{1}{4}$ Corner of said Section 24; thence N 89°08'05" W, along the East-West $\frac{1}{4}$ line of said Section 24, 326.13 feet; thence N 0°08'19" W 73.45 feet to the South line of 21st Street; thence Northwest-erly along said South line and the arc of a curve of Northwest-erly convexity (whose radius=1333.69 feet and whose chord bears N 79°22'21" W 566.24 feet) 566.49 feet; thence S 88°27'33" W, along said South line, 434.81 feet; thence S 1°32'27" E, along the east line of Certified Survey Map No. 1169, 230.00 feet to the Point of Beginning; thence S 88°27'33" W, along the south line of said Certified Survey Map, 331.98 feet to the easterly right-of-way line of State Trunk Highway 31; thence Southwesterly along said right-of-way line and the arc of a curve to the left (central angle=0°31'37", radius=16,310.22, whose chord bears S 15°09'00" W 150.00 feet) 150.00 feet; thence N 84°51'00" E 195.00 feet; thence N 69°29'00" E 222.68 feet; thence N 1°07'00" E 31.00 feet; thence S 88°27'33" W 10.00 feet; thence Northwest-erly along the arc of a curve to the right (central angle=90°00'00", radius=30.00, whose chord bears N 46°32'27" W 42.43 feet) 47.12 feet to the Point of Beginning.

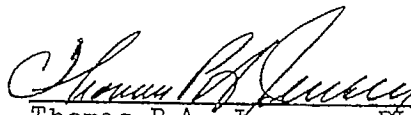
Parcel contains 43,163 sq. ft. (0.991 acres) of land, more or less.

Parcel is subject to easements as shown on page 1.

I further certify that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes and the provisions of the Mt. Pleasant ordinances and the Racine County Land Division Control Ordinance in making such survey and Certified Survey Map.

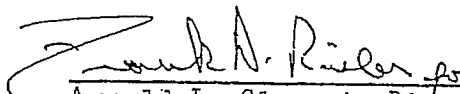
October 6, 1987.




Thomas P.A. Jansen RLS-1084

COUNTY'S CERTIFICATE

Approved as a CERTIFIED SURVEY MAP this 19TH day of
OCTOBER, 1987, as non-objectionable.



Arnold L. Clement, Director of
Planning and Development,
Racine County.

Sheet 2 of 3 sheets

CERTIFIED SURVEY MAP No. 1276
Located in the Southwest $\frac{1}{4}$ of Section 24, Town 3 North,
Range 22 East, Racine County, Wisconsin.

COMMON COUNCIL APPROVAL:

Approved by the Common Council of the City of Racine this
3rd day of November, 1987 by resolution.

Karen M. Norton

Karen M. Norton
Deputy City Clerk
City of Racine

PLAN COMMISSION APPROVAL:

Approved as a CERTIFIED SURVEY MAP by the Plan Commission
of the City of Racine this 28th day of
OCTOBER, 1987.

Thomas N. Wright

Thomas N. Wright, Secretary

ACCESS RESTRICTION

As owner, I hereby restrict Lot 1, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with State Trunk Highway "31" (South Green Bay Road) as shown on page 1 of this CERTIFIED SURVEY MAP; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public, and shall be enforceable by the Wisconsin Department of Transportation.

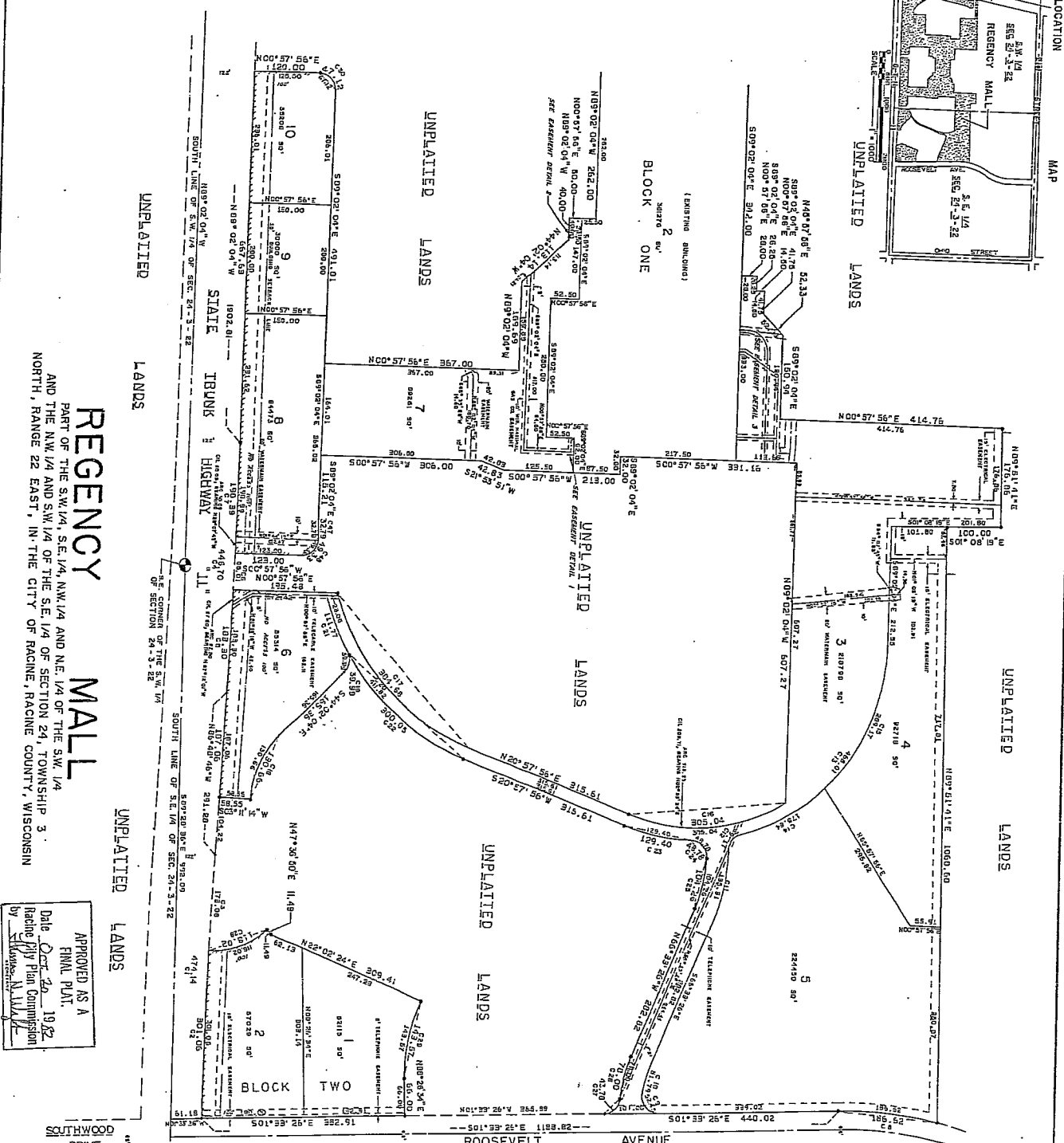
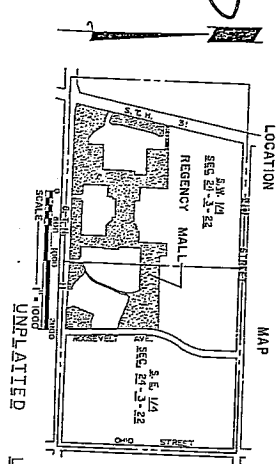
Sheet 3 of 3 sheets

1113796

Oct 20, 1982

Ref

SEE SHEET 2



REGENCY MALL
PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4
AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3
NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

APPROVED AS A
FINAL PLAT
Date Oct 20, 1982
Racine City Planning Commission
by [Signature]

WISCONSIN
COUNTY OF RACINE
JULY 6, 1982

There are no objections to this plat with respect to Sec. 24, T. 3 N., R. 22 E., S. 22, and S. 23, 1/4, and S. 24, 1/4, N.W. 1/4, S.W. 1/4, S.E. 1/4, and S.E. 21-2-22, as shown on this plat, as prepared by the County Planning Agency.

UNPLATTED LANDS
LEGEND AND NOTES
THE MEASUREMENTS BASED ON THIS PLAT
SWITCH
SCALE 1" = 100'
ALL DISTANCES MEASURED TO THE CENTER
OF THE HIGHEST STICK AND CALCULATED TO
THE NEAREST 1/100 OF AN INCH.
ALL OTHER LINES, CORNERS, LINES, ETC., IN
THIS PLAT, ARE SHOWN AS THEY WERE
LOCATED BY THE SURVEYOR, AND ARE NOT
TO BE CONSIDERED AS A GUARANTEE OF
THEIR LOCATION OR AS A GUARANTEE OF
THEIR ACCURACY.
NO HIGHWAY ACCESS

REGENCY MALL
PART OF THE S.W. 1/4, S.E. 1/4, NW 1/4 AND N.E. 1/4 OF THE S.W. 1/4
AND THE NW 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3
NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

There are no objections to this plan with respect to Secs. 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253 of the N.Y. Admin. Code as amended by Sec. 24b, 12 (a), Wm. Stat., or by the County Planning Agency.

Certified this 3rd day of September, 1933.

Charles H. Stearn
Department of Development

July 6, 1962

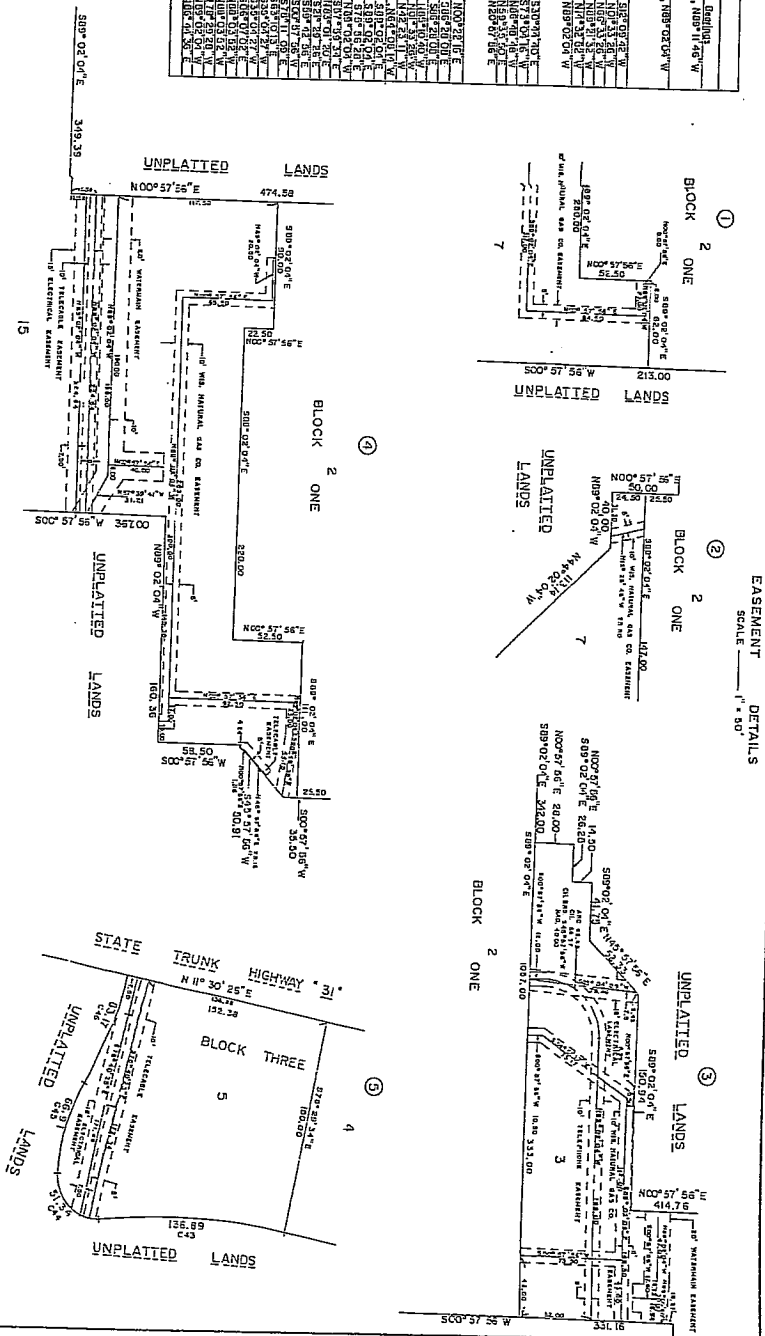
APPROVED AS A
FINAL PLAT.
Date Oct. 20, 1982
Racing City Plan Commission
by Thomas N. Malt
Recorder

SCALE ————— 1" = 100'

VOL 33
PAGE 61

SHEET 2 OF 4 SHEETS

No.	Speed	Length	A	B	Distances	CURVE		DATA	
						Central	Radius	Atc	Throat
1	20	100	15 W		774.11	P 232.00	11590.25	474.14	Throat 150.25
2	100	100	15 W		774.11	P 232.15	11590.25	474.14	Throat 150.25
3	100	100	15 W		774.11	P 232.15	11590.25	474.14	Throat 150.25
4	100	100	15 W		774.11	P 232.15	11590.25	474.14	Throat 150.25
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13	100	100	15 W		774.11	P 232.15	11590.25	474.14	Throat 150.25
14	100	100	15 W		774.11	P 232.15	11590.25	474.14	Throat 150.25
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100	100	100	15 W		774.11	P 232.15	11590.25	474.14	Throat 150.25



REGENCY MALL

APPROVED AS A
FINAL PLAT.
Date Oct. 26 1982
Racine City Plan Commission
by Thomas H. Mahl
SECRETARY

Certified true..... day of September..... 1982.

Deanna H Starn

Department of Development

WISCONSIN
LAND SURVEYOR
J. R. [Signature]
MILWAUKEE
APR 19 1982
SHEET 3 OF 4 SHEETS

Register's Office
Racine County, Wis. } SS

Received for Record 154 day of
March A.D. 1989 at 8:30
o'clock A.M. and recorded in Volume 1953
of Records on page 450-458

1278282

ab

22 - Helen M. Schuttens

Parties

THIS MEMORANDUM OF LEASE dated this 1st day of February, 1989, between FIRST NATIONAL REALTY AND DEVELOPMENT COMPANY, INC., an Illinois corporation, having its principal office at 415 North LaSalle, Suite 700, Chicago, Illinois 60610 (herein referred to as "Landlord"), and K MART CORPORATION, a Michigan corporation having its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084 (herein referred to as "Tenant"),

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Landlord and Tenant and bearing even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

Demised
Premises

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the term hereinafter provided, and any extension thereof, the following property: Tenant's completed building or buildings (designated K mart), together with site improvements to be constructed as specified in said lease by Landlord at its expense on the land described in Parcel A of Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof, and situated in the City of Racine, County of Racine, State of Wisconsin; said building or buildings to be in the locations and of the dimensions depicted on said Exhibit "B".

Landlord hereby gives and grants unto Tenant, in common with others entitled thereto, including Tenant's agents, employees, customers, licensees and invitees the following licenses, rights, privileges and easements: the use of parking areas, common areas (including rest rooms and other facilities, if any), roadways, sidewalks and accessways to public streets and highways indicated on said Exhibit "B", together with the use of any delivery or servicing areas adjoining Tenant's said buildings or designated as such on Exhibit "B", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles.

Said land, completed buildings and site improvements, together with the licenses, rights, privileges and easements herein set forth, shall be hereinafter collectively referred to as the "demised premises".

Term

2. The lease term shall commence upon the date of occupancy by Tenant of said buildings, and shall terminate upon such date as shall be twenty five (25) years from the last day of the month in which said date of occupancy by Tenant shall occur; provided, however, Tenant shall have the option to extend the lease term for ten (10) successive periods of five (5) additional years each; provided further that regardless of the exercise or nonexercise by Tenant of any or all of the foregoing options, Tenant shall have, unless the last day of the lease term shall be January 31 of any year, the option to extend (or further extend, as the case may be) the term of this lease for such period of time as shall cause the last day of the term of this lease to be the January 31 next succeeding the date upon which the term of this lease would expire but for the exercise of this option.

Building
Areas

3. Landlord covenants, during the period commencing with the date of execution of the aforesaid lease and ending upon the last day of the lease term and any extension or renewal thereof, that it will not erect or construct any buildings or other structures upon land described in Exhibit "A", except as shown on Exhibit "B"; provided, however, in the event that the date of occupancy by Tenant of the demised premises shall not occur prior to such date as shall be seven (7) years from the date of the aforesaid lease, then the restriction imposed by this Article shall cease and determine and shall be of no further force or effect.

Ret: First National Realty + Development Co Inc
415 N LaSalle Suite 700
Chicago IL 60610 ATTN: John Comet

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T.S. # 23876-017

First
Refusal to
Purchase
Option

4. Anything in this lease contained to the contrary notwithstanding, and without in any manner affecting or limiting any of the rights, privileges, options or estates granted to Tenant under this lease, if the Landlord at any time during the term of this lease (excepting the first lease year) receives one or more bona fide offers from third parties to purchase the demised premises or property of which the demised premises are a part, and if any such offer is acceptable to the Landlord, then Landlord agrees to notify Tenant in writing, giving the name and address of the offeror, and the price, terms and conditions of such offer, and Tenant shall have thirty (30) days from and after the receipt of such notice from Landlord in which to elect to purchase the property for the consideration contained in the bona fide offer. If Tenant does not elect to purchase said property and Landlord thereafter sells the property, the purchaser shall take the property, subject to and burdened with all the terms, provisions and conditions of this lease, including this Article and the rights of the Tenant under this lease as against the new owner shall not be lessened or diminished by reason of the change of ownership. Tenant's failure at any time to exercise its option under this Article shall not affect this lease or the continuance of Tenant's rights and options under this Article or any other article.

Additional
Construction

5. Tenant may, at its own expense, at any time, expand its building or erect or construct additional buildings or structures on any portion of the demised premises.

Signs

6. The demised premises shall be referred to by only such designation as Tenant may indicate. Landlord expressly recognizes that the service mark and trademark "K mart" is the valid and exclusive property of Tenant, and Landlord agrees that it shall not either during the term of this lease or thereafter directly or indirectly contest the validity of said mark "K mart", or any of Tenant's registrations pertaining thereto in the United States or elsewhere, nor adopt or use said mark or any term, word, mark or designation which is in any aspect similar to the mark of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing directly or indirectly, contesting or in any way impairing or tending to impair any part of the Tenant's right, title and interest in the aforesaid mark, and Landlord shall not in any manner represent that it has ownership interest in the aforesaid mark or registrations therefor, and specifically acknowledges that any use thereof pursuant to this lease shall not create in Landlord any right, title or interest in the aforesaid mark.

Tenant shall have the option to erect at its sole cost and expense upon any portion of the demised premises signs of such height and other dimensions as Tenant shall determine, bearing such legend or inscription as Tenant shall determine. Tenant shall have the option to utilize the lighting standards in the parking lot for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services as Tenant shall elect.

Landlord shall not permit any other signs, billboards or posters to be displayed on any portion of the demised premises.

Prior to the date of occupancy by Tenant as defined in Article 11 hereof, Landlord shall, subject to Tenant's approval and applicable governmental laws, statutes and ordinances, at Landlord's sole cost and expense, install one (1) shopping center pylon sign at each of the two locations designated as "Shopping Center Pylon" on Exhibit B, attached hereto. Such pylon signs shall be designed to permit the installation of other identification signs on same and Tenant shall have the right to install or have installed its identification sign on either or both of such pylons. Landlord agrees that it will not allow the placement of other identification signs (other than the shopping center identification sign) on the shopping center pylons that shall be larger than the identification sign permitted to be placed on the shopping center pylons by Tenant and that Tenant's identification sign shall not be

subordinate to the identification sign or signs of any of Landlord's other tenants permitted to install identification signs on said pylons. Landlord further agrees that, except for the shopping center identification sign, no identification sign other than that of a shopping center tenant shall be placed on either of said shopping center pylons and that no tenant occupying a building of less than 10,000 square feet shall be permitted to place an identification sign on either of said shopping center pylons.

The tenant of the building depicted on Exhibit "B" as 45,600 square feet may install one (1) pylon sign in the location identified on Exhibit "B" as "tenant pylon", subject to the following limitations: 1) said tenant pylon shall be smaller in height and width than either of the shopping center pylons, 2) said tenant pylon shall not impair the visibility of either of the shopping center pylons or the K mart building, 3) said tenant pylon shall not result in a reduction in the size of either of the shopping center pylons or the K mart identification signs to be installed on said shopping center pylons due to governmental restrictions, 4) no more than one identification sign may be installed on the tenant pylon and said identification sign shall solely identify the then tenant of said 45,600 square foot building, 5) the identification sign installed on said tenant pylon shall be no larger in height or width than any of the K mart identification signs to be installed on the shopping center pylons, and 6) in the event said tenant pylon is installed, the tenant of the 45,600 square foot building shall not be permitted to place an identification sign on either of the shopping center pylons.

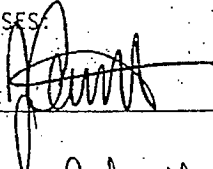
Landlord warrants that, except for the two (2) said shopping center pylons and the one (1) said tenant pylon, no additional pylon type signs shall be permitted on any portion of the shopping center premises located within the land described in Exhibit "A".

The sole purpose of this instrument is to give notice of said lease and all its terms, covenants and conditions to the same extent as if said lease were fully set forth herein.

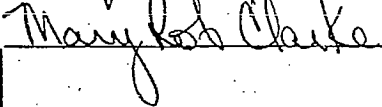
The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said lease shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate as of the day and year first above written.

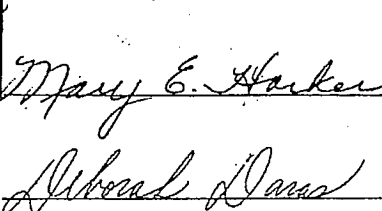
WITNESSES:



Mary Bob Clarke

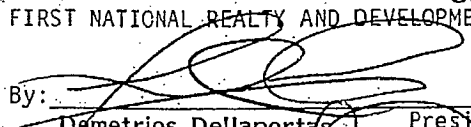


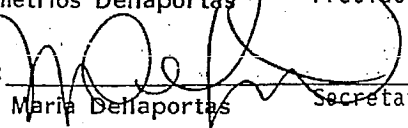
Mary E. Harker



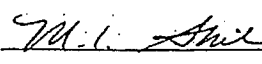
Deborah Davis

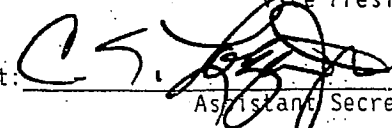
COMPANY
FIRST NATIONAL REALTY AND DEVELOPMENT, INC.

By: 
Demetrios Dellaportas President

Attest: 
Maria Dellaportas Secretary

K MART CORPORATION

By: 
M.L. Smith Vice President

Attest: 
Assistant Secretary



7416q

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ACKNOWLEDGMENTS

STATE OF ILL.)
COUNTY OF COOK) ss:

I do hereby certify that on this 24th day of JAN., 1989, before me, _____, a Notary Public in and for the County and State aforesaid, and duly commissioned, personally appeared Demetrios Dellaportas and MARIA Dellaportas, known to me to be the President and Secretary of FIRST NAT. REALTY AND DEVELOPMENT CO. INC.

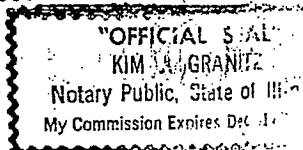
who, being by me duly sworn, did depose and say that they reside in _____ respectively; that they are the President and Secretary respectively of FIRST NATIONAL REALTY AND DEVELOPMENT CO. INC. the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:

Kim J. Granitz

Notary Public



STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:

I do hereby certify that on this 1st day of February, 1989, before me, Patricia A. Hewelt, a Notary Public in and for the County and State aforesaid, and duly commissioned, personally appeared M. L. Skiles and C. E. Latson, Jr., known to me to be the Vice President and Assistant Secretary of K mart Corporation, who, being by me duly sworn, did depose and say that they reside in Birmingham, Mt Rockester and

respectively; that they are the Vice President and Assistant Secretary respectively of K mart Corporation, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: PATRICIA A. HEWELT
Notary Public, Macomb County, Mich. Patricia A. Hewelt
My Commission Expires July, 26 1992 Notary Public
Acting In Oakland County

VOL 1953 PAGE 453

Jensen Surveying & Mapping

P.O. Box 322

ELKHORN, WISCONSIN 53121

414/723-3434

PARCEL A

That part of the West 1/2 of Section 24, T.3 N., R. 22 E., City of Racine, Racine County, Wisconsin described as follows: Begin at a point on the East-West 1/4 line of said Section 24 located N89°08'05"W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; thence S0°08'19"E 478.22 feet; thence S89°51'41"W 96.00 feet; thence N0°08'19"W 20.00 feet; thence S89°51'41"W 64.00 feet; thence N0°08'19"W 90.00 feet; thence S89°51'41"W 544.40 feet; thence N0°08'19"W 542.97 feet to the south line of 21st Street; thence N88°27'33"E along said south line, 152.10 feet; thence S66.49 feet along the arc of a curve to the right, radius 1333.69, whose chord bears S74°22'21"E 562.24 feet; thence S0°08'19"E 73.45 feet to the point of beginning. Parcel contains 383,378 square feet.

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Thelma M. Schutt
REGISTER OF DEEDS
Racine County, Wisconsin

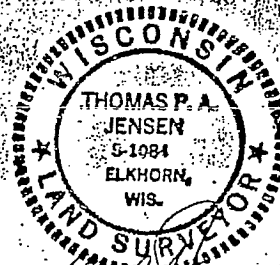


EXHIBIT A

Thomas P. A. Jensen
July 4, 1989

Jensen Surveying & Mapping

P.O. Box 322

ELKHORN, WISCONSIN 53121

414/723-3434

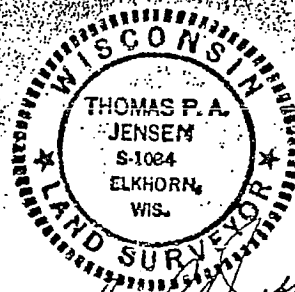
PARCEL B

That part of the Southwest 1/4 of Section 24, T 3 N, R 22 E, City of Racine, Racine County, Wisconsin described as follows: Commence at a point on the East-West 1/4 line of said Section 24 located N89°08'05"W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; thence S0°08'19"E 478.22 feet to the point of beginning; thence continue S0°08'19"E 255.00 feet; thence S89°51'41"W 200.00 feet; thence S0°08'19"E 400.00 feet; thence S89°51'41"W 1361.00 feet to the easterly line of S.T.H. 31; thence N11°49'37"E, along said easterly line, 591.07 feet; thence N12°21'20"E, along said easterly line, 70.57 feet; thence, along said easterly line 280.15 feet, along the arc of a curve to the right, radius 16,310.22 feet, whose chord bears N14°23'41"E 280.14 feet; thence N84°51'E 195.00 feet; thence N69°29'E 222.08 feet; thence N18°07'E 12.42 feet; thence S63°13'21"E 151.47 feet; thence N89°51'41"E 107.00 feet; thence S0°08'19"E 86.82 feet; thence S89°51'41"W 100.00 feet; thence S0°08'19"E 114.00 feet; thence S44°51'41"W 13.58 feet; thence S89°51'41"W 70.50 feet; thence S0°08'19"E 22.00 feet; thence S89°51'41"W 120.50 feet; thence S0°08'19"E 105.00 feet; thence N89°51'41"E 360.00 feet; thence N0°08'19"W 205.85 feet; thence N89°51'41"E 544.40 feet; thence S0°08'19"E 90.00 feet; thence N89°51'41"E 64.00 feet; thence S0°08'19"E 20.00 feet; thence N89°51'41"E 96.00 feet to the point of beginning. Parcel contains 1,097,373 square feet.

Original is a poor copy

Therese M. Schutten
REGISTER OF DEEDS
Racine County, Wisconsin

EXHIBIT A



Thomas P.A. Jensen
Jan 4, 1987

Jensen Surveying & Mapping

P.O. Box 322

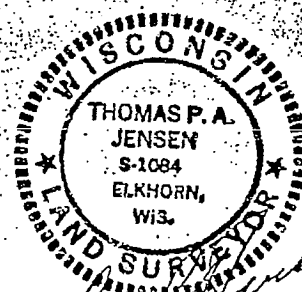
ELKHORN, WISCONSIN 53121

414/723-3434

PARCEL C

That part of the West 1/2 of Section 24, T. 3 N., R. 22 E., City of Racine, Racine County, Wisconsin described as follows: Commence at a point on the East-West 1/4 line of said Section 24 located N89°09'05"W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; thence N0°08'19"W 73.45 feet to the south line of 21st Street; thence 556.49 feet along said south line, along the arc of a curve concave southerly, radius 1333.69 feet, whose chord bears N79°22'21"W 564.24 feet; thence S88°27'33"W, along said south line 152.09 feet to the point of beginning; thence continue S88°27'33"W, along said south line, 300.21 feet; thence S1°32'27"E 230.00 feet; thence 74.61 feet along the arc of a curve to the left, radius 47.50 feet, whose chord bears S46°32'27"E 67.18 feet; thence N88°27'33"E 3.75 feet; thence S63°15'21"E 151.47 feet; thence N89°51'41"E 107.00 feet; thence N0°08'19"W 352 feet to the point of beginning. Parcel contains 94,558 square feet.

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EXHIBIT A

Jensen Surveying & Mapping

P.O. Box 322

ELKHORN, WISCONSIN 53121

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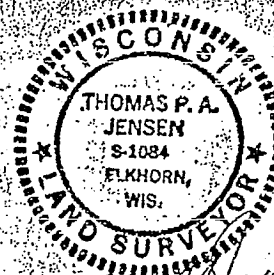
PARCEL D

That part of the Southwest 1/4 of Section 24, T 3 N, R 22 E, City of Racine, Racine County, Wisconsin described as follows: Commence at a point on the East-West 1/4 line of said Section 24 located N89°08'05"W 326.13 feet from a cast iron monument with a brass cap marking the center of said Section 24; thence N0°08'19"W 73.45 feet to the south line of 21st St; thence S66°49' feet along said south line, along the arc of a curve concave southerly, radius 1333.69 feet, whose chord bears N79°22'21"W 564.24 feet; thence S88°27'33"W, along said south line 152.09 feet; thence S0°03'19"E 438.82 feet to the point of beginning; thence continue S0°08'19"E 310.00 feet; thence S89°51'41"W 360.00 feet; thence N0°08'19"W 105.00 feet; thence N89°51'41"E 120.50 feet; thence N0°08'19"W 22.00 feet; thence N44°51'41"E 84.00 feet; thence N89°51'41"E 70.50 feet; thence N44°51'41"E 13.58 feet; thence N0°08'19"W 114.00 feet; thence N37°51'41"E 100.00 feet to the point of beginning. Parcel contains 67,937 square feet.

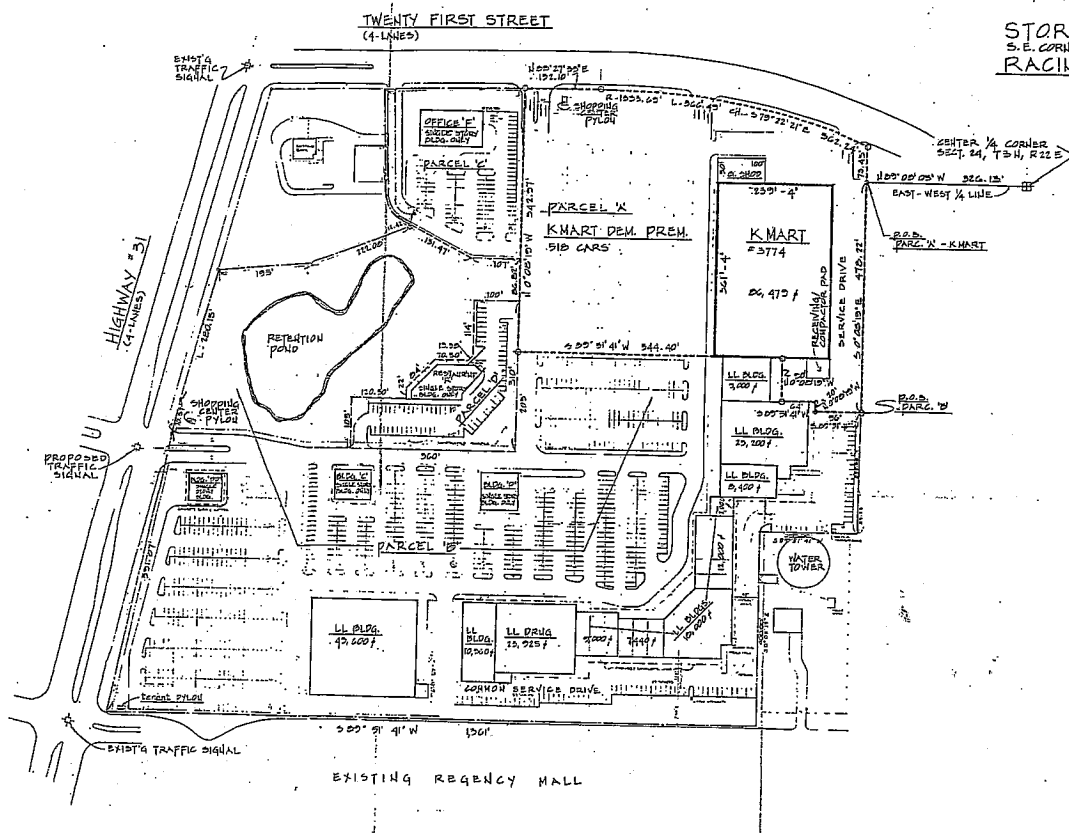
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original.

W. Schuttler
RECORDER OF DEEDS
County, Wisconsin

EXHIBIT A



Thomas P. A. Jensen
Jan 4, 1989



STORE # 3774
S.E. CORNER HWY. #31 AND 21ST STREET
RACINE, WISCONSIN

EXHIBIT 'B'
DATE:
DEC. 22, 1988

SCALE:
100 FT. TO 1 INCH
0 50 100 150

m1953 m2458