

L E A S E

THIS LEASE is made this _____ day of _____, 2013 by and between PHOENIX CUDAHY, LLC, a Wisconsin limited liability company ("Landlord") and CITY OF MILWAUKEE., a city incorporated under the laws of Wisconsin ("Tenant"), who hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.0 Grant. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, approximately 17,441 square feet of the floor area identified as 4200 North Holton Street, Milwaukee, Wisconsin, crosshatched on the site plan attached hereto as Exhibit "A" and incorporated herein (hereinafter referred to as the "Leased Premises" or "Premises"), located within the office and industrial complex (the "Building"), located on the real property at 4200 N. Holton Street, Milwaukee, Wisconsin (the "Property"), together with the non-exclusive right of ingress and egress and parking of vehicles by Tenant and its employees, customers and invitees over the parking areas and the loading and unloading of trucks at the loading dock located within the Premises that may be shared by an adjacent and future co-tenant of the Property .

1.1 Term. The term of this Lease shall be for a period of four years (4) years commencing on December 1, 2013 (the "Commencement Date"), and ending at 11:59 p.m. on November 30, 2017 unless sooner terminated in accordance with this Lease. The Lease may be extended for two (2) additional two (2) year renewal terms at Tenant's sole discretion by Tenant providing Landlord with written notice of its intent to renew at least ninety (90) days prior to the expiration of the then current term. On the Commencement Date, Tenant shall take possession of the Premises. The Rent Commencement Date of the Lease for the rent set forth at paragraph 3.0 hereafter shall commence August 1, 2013. The Rent Commencement Date of the Lease for purposes of such elements of additional rent including, but not limited to real estate taxes, electric, natural gas, water, sewer, insurance, and common area maintenance, shall commence on August 1, 2013. The parties agree, at the request of either, to execute and deliver an instrument confirming the Commencement Date, the Rent Commencement Date and the expiration date when determined.

II. PURPOSE

2.0 Purpose. The Leased Premises shall be used and occupied only for the purpose of operating storage for the City of Milwaukee Election Commission and related election activities and for no other purpose.

2.1 Uses Prohibited. Tenant will not permit the Leased Premises to be used in any manner that would render the insurance thereon void or the insurance risk more hazardous. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any federal, state or local governmental statute, rule, order, ordinance, requirement or regulation applicable thereto at any time during the Lease or contrary to any rule or regulation imposed by Landlord (as set forth on Exhibit "B", attached hereto and incorporated herein and as may be reasonably amended from time to time in the sole discretion of Landlord upon 30 days

written notice to Tenant); or in any manner which would violate any certificate of occupancy affecting the Property; or which would cause structural injury to the Property or the improvements therein; or cause the value or usefulness of the Property or improvements therein, or any part thereof, to diminish; or which would constitute a public or private nuisance or waste.

2.2 Prohibition of Use. If the use of the Leased Premises should at any time during the Lease term be prohibited by law or ordinance or other governmental regulation, or prevented by injunction as a result thereof, this Lease shall not be thereby terminated, nor shall Tenant be entitled by reason thereof to surrender the Leased Premises or to any abatement or reduction of rent, nor shall the respective obligations of the parties hereto be otherwise affected.

III. RENT

3.0 Rent. Beginning with the Rent Commencement Date, Tenant shall pay to Landlord, rent as follows:

<u>Year</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
2013-14	\$4,360.25	\$52,323.00
2014-15	\$4,505.59	\$54,067.10
2015-16	\$4,650.93	\$55,811.20
2016-17	\$4,796.28	\$57,555.30

In the event that Tenant exercises its renewal options under Section 1.1, rent for the renewal term shall be as follows:

<u>Year</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
2017-18	\$4,941.62	\$59,299.40
2018-19	\$5,086.96	\$61,043.50
2019-20	\$5,232.30	\$62,787.60
2020-21	\$5,377.64	\$64,531.70

Such rental amount shall, without prior notice or demand, be payable monthly in advance on the first day of each calendar month during the term of this Lease. All payments of rent shall be made without deduction, set off, discount or abatement in lawful money of the United States.

The rent and all other sums payable by Tenant hereunder shall be paid to Landlord at the address set forth below or at such other place as Landlord may from time to time designate:

PHOENIX CUDAHY, LLC
1818 NORTH FARWELL AVENUE
MILWAUKEE, WI 53202

3.1 Absolute Net Lease. Except as herein expressly set forth as Landlord obligations, it is intended hereby that all rental payable under the terms of this Lease shall be an absolute net return to Landlord for the Lease term, free from any expense, charge, offset or deduction by reason of

any obligation of Landlord or for any other reason.

3.2 Interest on Late Payments. Tenant covenants and agrees that all sums to be paid under this Lease, if not paid when due, shall bear interest on the unpaid portion thereof at the lesser of the maximum allowable legal rate or the rate of twelve percent (12%) per annum from the date when the same is due and payable under the terms of this Lease until the same shall be paid. In addition, if Tenant fails to make timely payment of any sum owed to Landlord by Tenant hereunder within thirty (30) days of the due date, a late charge of fifty dollars (\$50.00) for each unpaid sum or installment shall be imposed. All obligations hereunder shall survive the expiration or termination of this Lease.

IV. TAXES

4.0 Payment by Tenant. From and after the Commencement Date, Tenant shall pay as additional rent for the Leased Premises, Tenant's proportionate share of the taxes and assessments, general and special, water rates and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Property, or any part thereof, or upon any improvements at any time situated thereon, accruing or becoming due and payable during the term of the Lease ("Impositions"); provided, however, that the general taxes levied against the Leased Premises shall be prorated between Landlord and Tenant as of the Commencement Date for the first year of the Lease term and as of the expiration date of the Lease term for the last year of the Lease term, the latter to be determined on the basis of the then most recently ascertainable real estate tax bills. Tenant's proportionate share as herein defined shall be equal to the product obtained by multiplying the total amount of all real estate taxes and special assessments levied by a fraction, the numerator of which shall be the total area of the Premises and the denominator of which shall be the total gross leasable area of the Building. Tenant may take the benefit of the provisions of any statute or ordinance permitting any special or other assessment to be paid over a period of years, provided Tenant shall be responsible for any interest or other cost related to such deferred payment, and Tenant shall be obligated to pay only those installments falling due during the term of this Lease. As security for the obligations contained in this Article, Tenant shall deposit monthly with Landlord, or such other entity as Landlord may designate, on the first day of each and every month of the Lease term, a sum equal to one-twelfth (1/12) of the last ascertainable amount of such Impositions, or at Landlord's election, if Landlord's interest hereunder is subject to the lien of a mortgage or trust deed, a sum equal to one-twelfth (1/12) of the mortgagee's estimate of the current amount of the Impositions, which monthly deposits shall be held by Landlord or such other entity and shall be used as a fund to be applied, to the extent thereof, to the payment of said Impositions as the same become due and payable. The existence of said fund shall not limit or alter Tenant's obligation to pay the Impositions respecting which the fund was created; provided, however, that said fund shall be fully utilized for the payment of such Impositions. The amount of the fund shall be readjusted annually, on the first day of the month after the tax bills are issued in each year of the Lease term, to reflect the actual amount of said Impositions. Tenant shall not be entitled to interest on said fund. Such funds need not be held in trust and may be commingled with other funds of Landlord. Any unused portion of Tenant's deposit shall be returned to Tenant at the end of Lease.

4.1 Alternative Taxes. If at any time during the term of this Lease the method of taxation prevailing at the commencement of the term hereof shall be altered so that any new tax, assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Lease or Leased Premises, or the rent, additional rent or other income therefrom and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the term Impositions for the purposes hereof, to the extent that such Impositions would be payable if the Leased Premises were the only property of Landlord subject to such Impositions, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions. There shall be excluded from Impositions all federal and state income taxes, federal and state excess profit taxes, franchise, capital stock and federal or state estate or inheritance taxes, or similar taxes of Landlord.

V. LANDLORD AND TENANT'S WORK

5.0. Landlord's Work. By occupying the Leased Premises, Tenant shall thereby conclusively be deemed to have acknowledged that the Leased Premises are in the condition required by this Lease. Notwithstanding, Landlord, at Landlord's cost, expense and option, may add the garage doors referenced on Exhibit A during the term of the Lease and any extension. All such work shall be done in a good and workmanlike manner in compliance with all building codes and regulations.

5.1 Tenant's Work. Tenant, at Tenant's sole cost and expense, shall perform any and all alterations, improvements and work necessary to use and occupy the Leased Premises for the purposes permitted hereunder. All such work shall be done in a good and workmanlike manner in compliance with all building codes and regulations, and in accordance with plans and specifications first approved in writing by Landlord. Tenant shall indemnify Landlord and save Landlord harmless from and against any and all claims, costs and expenses on account of such work. At the request of Landlord, Tenant shall provide prior to commencement of the work, a construction cost breakdown for such work certified to by the architect or contractor employed by Tenant to supervise such work, which breakdown shall show the total cost of such work and all component items thereof, and written evidence reasonably acceptable to Landlord of Tenant's financial ability to pay for all such work in full.

5.2 Disputes. In the event of a dispute, Landlord's architect shall determine whether the work has been done in accordance with the terms of this Lease and his decision shall be conclusive. Tenant shall employ only such labor in performing said work or any other construction work in or about the Leased Premises during the term as will not cause any conflict or controversy with any labor organization representing building trades performing work for Landlord or other tenants in or about the Building and Leased Premises.

5.3 Encumbrances. Nothing contained in this Article or in any part of this Lease shall be taken or construed to create any agency between Landlord and Tenant or to authorize the Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of the Landlord to the Leased Premises, Building or Property or to create any claim or lien upon the interest

of the Landlord in the Leased Premises, Building or Property it being expressly agreed and covenanted that all of the cost and expense of Tenant for Tenant's work as referred to in this Article, or any other work undertaken by Tenant affecting the Leased Premises, Building or Property shall be promptly paid by the Tenant as required by the terms of its contracts or agreements with the general contractor and all subcontractors and materialmen. If any lien is at any time filed or recorded, Tenant shall immediately obtain the release and satisfaction of record of such lien.

VI. INSURANCE

6.0 Landlord's Insurance. Landlord shall procure and maintain policies of insurance, insuring the improvements at any time situated upon the Property against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Extended Coverage Endorsement. The insurance coverage shall be for not less than eighty percent (80%) of the full replacement cost of such improvement with all proceeds of insurance payable to Landlord. The full replacement cost of improvements shall be determined not less frequently than every three (3) years by an insurance appraiser selected by Landlord and the reasonable cost thereof paid for by Tenant, in his proportionate share as determined in the manner set forth at paragraph 9.0 hereof. The insurance appraiser shall submit a written report of his appraisal and if said report shows that the improvements are not insured as herein required, Landlord shall promptly obtain, at Tenant's proportionate reasonable cost, such additional insurance as is required.

6.1 Payment by Tenant. Tenant shall pay as additional rent for the Leased Premises, Tenant's proportionate reasonable share of the insurance cost for the policy of insurance procured by Landlord pursuant to paragraph 6.0. Tenant's proportionate reasonable share as herein defined shall be equal to the product obtained by multiplying the total reasonable cost of all insurance levied by a fraction, the numerator of which shall be the total area of the Premises and the denominator of which shall be the total gross leasable area of the Building. As security for the obligations contained in this Article, Tenant shall deposit monthly with Landlord, or such other entity as Landlord may designate, on the first day of each and every month of the Lease term, a sum equal to one-twelfth (1/12) of the Tenant's share of the insurance costs or at Landlord's election, if Landlord's interest hereunder is subject to the lien of a mortgage or trust deed, a sum equal to one-twelfth (1/12) of the mortgagee's estimate of the current amount of Tenant's share of the insurance costs, which monthly deposits shall be held by Landlord or such other entity and shall be used as a fund to be applied, to the extent thereof, to the payment of said insurance costs. The existence of said fund shall not limit or alter Tenant's obligation to pay the insurance costs respecting which the fund was created; provided, however, that said fund shall be fully utilized for the payment of such costs. The amount of the fund shall be readjusted annually to reflect the actual reasonable costs of said insurance. Tenant shall not be entitled to interest on said fund. Such funds need not be held in trust and may be commingled with other funds of Landlord.

6.2 Tenant's Insurance. Landlord acknowledges that Tenant is self-insured as described in the attached Exhibit C. No additional insurance shall be required of Tenant under the Lease.

6.3 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

VII. DAMAGE OR DESTRUCTION

7.0 Landlord's Duty To Restore. If the Leased Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not, in the reasonable judgment of Landlord, render all or a substantial portion of the Leased Premises or Building untenable, then Landlord shall, subject to the limitations set forth below, commence to repair or restore such damage within one hundred eighty (180) days and complete such restoration and repair with reasonable promptness thereafter, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control. If any such damage renders all or a substantial portion of the Leased Premises or Building untenable or if available insurance proceeds are inadequate to cover 100% of the cost of repair, Landlord shall have the right to terminate this Lease as of the date of such damage (with appropriate prorations of rentals, taxes and other charges as of the date of such damage) upon giving written notice to Tenant at any time within forty five (45) days after the date of such damage. Within such forty five (45) day period, Landlord shall notify Tenant of its intent to restore the premises and a good faith estimate of the time required to commence and complete such restoration. In the event estimated completion shall exceed one hundred eighty (180) days, Tenant shall have fifteen (15) days after such notice to terminate this Lease and in the absence thereof; this Lease shall remain in full force and effect in accordance with its terms.

In the event that Landlord fails to commence repair and restoration of the Leased Premises or Building within one hundred eighty (180) days of the occurrence of the casualty, or such repair and restoration is not actually completed within one (1) year from the date of the damage, subject to extensions for matters beyond Landlord's reasonable control, Tenant shall have the right, as its sole and exclusive remedy hereunder, except its right to terminate provided in the immediately preceding paragraph, exercisable upon written notice to Landlord delivered no later than fifteen (15) days after the expiration of the applicable time period, to terminate this Lease effective no earlier than thirty (30) days after receipt by Landlord of such notice, unless prior to such effective date such repair and restoration shall have been substantially completed (in which case any exercise of such termination right shall be deemed nullified). Rent, taxes and other charges shall abate as to those portions of the

Leased Premises as are, from time to time, untenable as a result of such damage until Landlord shall have completed the repairs and restorations required of Landlord hereunder and tendered possession of the Leased Premises to Tenant.

In the event of any damages or destruction to the Building or the Leased Premises by any of the foregoing perils, Tenant shall, upon notice of Landlord, move forthwith, at its sole cost and expense, such portion or all of the personal property belonging to or in the case, custody or control of Tenant or its subtenants from such portion or all of the Building or the Leased Premises, as Landlord shall request in order to perform and complete its work.

Notwithstanding anything herein to the contrary, but without modification of Landlord's right to terminate, in the event the holder of a mortgage covering the Property requires that all or any part of the insurance proceeds be applied to the secured indebtedness, and the amount of such insurance proceeds available after application to the secured indebtedness is not sufficient to perform any necessary repair and restoration, then Landlord agrees to use reasonable efforts to replace the financing for the Property, including sufficient funds to repair and rebuild the Leased Premises and Building as required by this Article. If Landlord is unable to obtain a commitment for such replacement financing on terms acceptable to it within one hundred twenty (120) days after the occurrence of the damage, then Landlord shall have the right to terminate this Lease by written notice to the Tenant, whereupon this Lease shall end on the date of such damage as if such date were fixed as the date of expiration of the Term hereof. If Landlord procures a financing commitment that is acceptable to it, then this Lease shall continue in full force and effect on the same terms and conditions as contained herein. Landlord's duty to repair and restore is limited to repairing or restoring those parts of the Leased Premises that were provided by Landlord or at Landlord's expense at the beginning of the term of this Lease. Tenant shall repair or restore all other leasehold improvements and alterations to the Leased Premises made by it. If Tenant desires any additional repairs or restoration work and if Landlord consents thereto, such other additional repair or restoration shall be done at Tenant's expense.

Tenant acknowledges that when Landlord is obligated hereunder to repair or restore leasehold improvements, then the full proceeds of any insurance coverage thereof, whether carried by Landlord or Tenant, shall be provided to Landlord to reimburse it for the costs of such repair or restoration work.

VIII. CONDEMNATION

8.0 Taking of Whole. If the whole of the Leased Premises, or so much thereof, including however a portion of the improvements, shall be taken or condemned for a public or quasi-public use or purpose by any competent authority and as a result thereof the balance of the Leased Premises cannot be practicably used by Tenant for the same purpose as expressed in Article II, then and in either of such events, the Lease term shall terminate when possession of the Leased Premises shall be so taken and surrendered, and any award, compensation or damages (hereinafter sometimes called the "award"), shall be paid to and be the sole property of Landlord whether such award shall be made as compensation for diminution of the value of the leasehold or the fee of the Leased Premises or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and

interest in and to any and all such award. Tenant shall continue to pay rent until the Lease term is terminated and any taxes and/or insurance premiums paid by Tenant, or any tax and insurance premium deposits with Landlord, shall be adjusted between the parties. Nothing herein provided shall prevent Tenant from seeking an independent award for its loss of business and personal property or relocation costs, to the extent not inconsistent with the Landlord award herein set forth.

8.1 Partial Taking. If only a part of the Leased Premises shall be so taken or condemned, and as a result thereof the balance of the Leased Premises can practicably be used by Tenant for the same purpose as expressed in Article II, this Lease shall not terminate and Landlord shall repair and restore the Leased Premises. Landlord shall promptly and diligently proceed to make a complete architectural unit of the remainder of the improvements. For such purpose Landlord shall receive the amount of the award relating to the Leased Premises which shall be applied to the cost of said repairing and/or restoration. Any portion of such award as may not have to be expended for such repairing and/or restoration shall be retained by Landlord. If Landlord does not make a complete architectural unit of the remainder of the improvements within a reasonable period after such taking or condemnation, not to exceed one hundred eighty (180) days, then Tenant shall have the right, as its sole and exclusive remedy hereunder, (except Tenant shall have the same right to forty five (45) day notice and to terminate on the same conditions set forth in the first paragraph of paragraph 7.0, above) exercisable upon written notice to Landlord delivered no later than fifteen (15) days after the expiration of the applicable time period, to terminate this Lease effective no earlier than thirty (30) days after receipt by Landlord of such notice, unless prior to such effective date such repair and/or restoration shall have been substantially completed (in which case any exercise of such termination right shall be deemed nullified) upon such taking or condemnation rent shall be adjusted and reduced proportionately based on the part of the Leased Premises taken.

IX. COMMON AREA

9.0 Common Area. Landlord shall provide a paved parking area for use in common by the customers and invites of Tenant and other tenants of the Building. Landlord shall maintain such parking area and all of the other common areas and facilities used for operation and maintenance of the Leased Premises, including but not limited to, paved areas, parking area lighting standards, landscaped areas, if any, in good condition and repair. Landlord shall endeavor to maintain the Property at a cost that is reasonably consistent with the market for corporate properties in the area. Tenant agrees to pay Landlord, as additional rental, Tenant's proportionate share of the cost of managing, operating, lighting, landscaping, cleaning, removing snow, policing, insuring, repairing, supplying, equipping, replacing and properly maintaining such areas and facilities of the Property and all other areas, facilities, equipment, fixtures and buildings used in the maintenance and operation of the Property. Tenant's proportionate share as herein defined shall be equal to the product obtained by multiplying the total amount of all common area maintenance charges levied by a fraction, the numerator of which shall be the total area of the Premises and the denominator of which shall be the total gross leasable area of the Building. Tenant's share of such costs and expenses shall be paid in advance in monthly installments on the first day of each calendar month during the term in an amount estimated by Landlord from time to time to provide funds sufficient to pay Tenant's annual obligation for such costs and expenses. Within ninety (90) days after the end of each calendar quarter during the term, Landlord shall furnish Tenant with a statement of the actual amount

of Tenant's proportionate share of such costs and expenses for such period. Within fifteen (15) days after the rendition of each such statement to Tenant by Landlord, Tenant shall pay to Landlord, or Landlord shall credit against the obligations of Tenant, as the case may be, the difference between the estimated payments made by Tenant during the prior period and Tenant's correct share of the actual cost and expenses for such period, as shown on such statement. From time to time, Landlord shall notify Tenant in writing of the amount of Tenant's monthly installments due hereunder and adjustments thereto, and Tenant shall make its installment payments accordingly. Landlord's and Tenant's obligation with respect to payment of such expenses and costs during the term of the Lease shall survive the expiration of the term of this Lease. Tenant shall have the right to audit Landlord's calculations of common area maintenance expenses at its own cost and expense and in the event a final determination of such audit, if disputed, or if undisputed, reveals such expenses were overstated, Landlord shall reimburse Tenant for such overstated expenses; provided, the right or conduct of any such audit shall not abate or defer or provide a basis for offset for any payments otherwise due hereunder until final determination. Subject to Article XIX, any capital improvements made to the Building or the Property shall be at Landlord's sole expense. Capital improvements include, but are not limited to, structural or roof repairs, repaving of sidewalks or parking lots and replacements or repairs of Building mechanical systems or fire safety systems.

Landlord reserves the right to make changes to the Property and the layout of the common area, structures, and all other improvements located therein. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking, and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

9.1 Rules and Regulations. For the welfare of all tenants in the Building, and their employees, agents, customers and invites, Tenant's use of the parking area and other common areas and facilities of the Property shall be subject to the rules and regulations attached hereto as Exhibit "B." Said rules and regulations may be amended from time to time by Landlord in its sole discretion reasonably exercised with due regard to a balancing of any material adverse effect on Tenant, provided, Tenant acknowledges that the welfare of all tenants may be given paramount consideration to the interest of Tenant. Such amendments may be adapted with 30 days written advance notice to Tenant. For the enforcement of said rules and regulations, Landlord shall have available to it all remedies provided in this Lease in the event of a breach thereof and all legal remedies whether or not provided for in this Lease by law or in equity. Tenant and its employees shall park their cars only in areas specifically designated from time to time by Landlord for that purpose, and automobile license numbers of Tenant's employees' cars shall be furnished to Landlord upon Landlord's request.

X. ASSIGNMENT AND SUBLETTING

10.0 Consent Required. Tenant shall not, without Landlord's prior written consent, (a) assign, convey or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. In the event Tenant solicits Landlord's consent to sublease the Premises, Landlord may, in lieu of granting such consent, terminate this Lease, effective on the commencement date

specified in the sublease to which Landlord's consent was requested. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made. Consent by Landlord of one or more assignment of this Lease or to one or more subletting of said Leased Premises shall not operate to exhaust Landlord's rights under this Article.

10.1 Assignments Defined. The following shall be deemed to be an assignment of this Lease within the meaning of paragraph 10.0: (a) the sale, issuance, or transfer of any voting capital stock of Tenant or of Tenant's permitted assigns or subtenants (if Tenant or such assigns or subtenants be a corporation), which results in a change in the voting control of Tenant or such assigns or subtenants; (b) the sale, issuance, or transfer of any partnership interest in Tenant or in Tenant's permitted assigns or subtenants (if Tenant or such assigns or subtenants be a partnership); and (c) the death or incapacity of Tenant or of Tenant's permitted assigns or subtenants (if Tenant or such assigns or subtenants be a natural person).

10.2 Landlord's Expenses. In the event that Landlord shall review any assignment, subletting or other transfer of Tenant's interest in this Lease, then Tenant shall reimburse Landlord for Landlord's reasonable legal fees and expenses not to exceed One Thousand Dollars (\$1,000.00) incurred in connection with such review and the drafting and preparation of appropriate documentation effecting the assignment, subletting or other transfer in question.

XI. LIENS AND ENCUMBRANCES

11.0 Encumbering of Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

11.1 Liens and Right to Consent. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers', materialmen's lien, or the like on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

XII. UTILITIES

12.0 Utilities. From and after the Commencement Date, Tenant shall be responsible for and promptly pay all charges for heat, electricity, telephone and all other separately metered utility services used or consumed in the Leased Premises. Tenant shall keep the Leased Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein. In no event shall Landlord be liable for an interruption or failure in the supply of any utility used or consumed in the Leased Premises unless caused by Landlord's willful or negligent conduct. Should Landlord elect to supply any utility used or consumed in the Leased Premises, Tenant agrees to pay for the same as additional rent; provided, such utility is supplied at a competitive rate to any applicable public utility company.

XIII. INDEMNITY

13.0 Indemnity. Each party will protect, indemnify and save harmless the other (including any agent or other party with potential derivative liability) from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the other party by reason of (a) any accident, injury to or death of persons or loss of damage to property occurring on or about the Leased Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, wherein the other party is not negligent or otherwise at fault; (b) any failure on the part of a party to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof wherein the other party is not negligent or otherwise at fault. In case any action, suit or proceeding is brought against a party and/or its agent by reason of any such occurrence, the responsible party will, at its expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended and pay the reasonable cost and expense, including attorney fees, incurred by the nonresponsible party.

XIV. INSPECTION

14.0 Inspection. Landlord, or Landlord's agent, may enter the Leased Premises during normal business hours, except during emergencies wherein Landlord may enter at any time, for the purpose of inspecting the same, or of making repairs which Landlord deems necessary or appropriate, and also for the purpose of showing the Leased Premises to persons wishing to purchase the same, or at any time within six (6) months prior to the expiration of the Lease term, to persons wishing to rent the Leased Premises.

XV. QUIET ENJOYMENT

15.0 Quiet Enjoyment. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

XVI. SUBORDINATION OR SUPERIORITY

16.0 Subordination or Superiority. The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed that may be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Landlord shall obtain and deliver to Tenant from the mortgagee its consent to this Lease with appropriate nondisturbance and attornment representations.

XVII. SURRENDER

17.0 Surrender. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment used in the operation of the Leased Premises (as distinguished from operations incident to the business of Tenant), together with all duct work. All additions, hardware, non-trade fixtures and all permanent improvements, in or upon the Leased Premises placed there by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant, unless Landlord requests their removal in writing at or before the time of such termination of this Lease. If Landlord so requests removal of said additions, hardware, non-trade fixtures and all improvements and Tenant does not make such removal at said termination of this Lease, or within ten (10) days after such request, whichever is later, Landlord may remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, delivery and warehousing to Landlord on demand.

17.1 Removal of Tenant's Property. Upon the termination of this Lease by lapse of time, Tenant may remove Tenant's trade fixtures and all of Tenant's personal property and equipment other than such personal property and equipment as are referred to in subsection 17.0; provided, however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removals. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the Leased Premises prior to the end of the term, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery and warehousing to Landlord on demand, or Landlord may treat such property as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant. Tenant shall remove all fixtures, but electrical, plumbing, and heating outlets shall be allowed to remain in place.

17.2 Holding Over. Any holding over by Tenant without consent of Landlord after the expiration of this Lease shall operate and be construed to be tenancy from month to month only, at a monthly rental of double the rate of rent payable hereunder for the Lease term.

XVIII. DEFAULTS AND REMEDIES

18.0 Defaults. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) The filing of a petition by or against Tenant (for this subparagraph (a), Tenant shall mean the City of Milwaukee for adjudication as bankrupt or insolvent, for its reorganization or for the appointment of a receiver or trustee of Tenant's property and any such proceeding is not dismissed within thirty (30) days of filing; an assignment by Tenant for the benefit of creditors; or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant;

(b) The Leased Premises are levied upon by any revenue officer or similar officer; or

(c) Tenant shall vacate the Leased Premises or abandon the same for a period of sixty (60) days during the term hereof; or

(d) Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for fifteen (15) days after notice thereof in writing to Tenant; or

(e) Tenant shall default in any monthly payments of rent after receiving a thirty (30) day notice to cure required to be made by Tenant hereunder when due as herein provided; or

(f) Tenant's failure to perform any other covenant or condition of this Lease within thirty (30) days after written notice and demand, unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of default.

(g) In the event Landlord has given Tenant two or more notices under subparagraph (f) and Tenant again defaults in any of the other covenants and agreements of this Lease within one (1) year of giving of a notice under subparagraph (f), Landlord may proceed as listed below after giving five (5) days written notice of such default whether or not such default continues after said notice.

18.1 Remedies. Upon the occurrence of any one or more of such events of default hereunder:

(a) The whole rent for the balance of the then current term of this Lease, as hereinafter computed, or any part thereof, at the option of the Landlord, shall immediately, without act or notice, become due and payable as if by the terms of this Lease the same were payable in advance.

(b) Landlord may immediately proceed to collect or bring action for the whole rent or such part thereof as aforesaid, as being rent in arrears, or may file a Proof of Claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof.

(c) Landlord may re-enter and re-possess the Leased Premises and any part thereof and attempt to relet all or any part of such Leased Premises for the account of Tenant for such rent and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord, in his sole discretion, shall determine, including the term beyond the termination of this Lease, and Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting, or do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages, except to the extent required by law. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Leased Premises to the extent reasonably necessary to relet the Leased Premises, and the cost of such decoration, repairs, changes, alterations or additions shall be charged to and be payable by Tenant as additional rent hereunder, as well as any reasonable brokerage and legal fees expended by Landlord, and any sums collected by Landlord from any new tenant obtained on account of the Tenant shall be credited against the balance of the rent due hereunder as aforesaid. In any event, the amount of charges shall not exceed any sums collected by Landlord from new tenant.

(d) Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired term hereof shall cease and expire and become void on the date specified in such notice and thereupon, and at the expiration of the time limited in such notice this Lease and the term hereof granted, as well as all of the right, title and interest of the Tenant hereunder, shall cease, expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein specified for expiration of the term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Leased Premises, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment or otherwise, and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages therefor or any other claim related thereto.

18.2 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Tenant may be exercised from time to time and as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default, shall impair such right or power or shall be construed to be a waiver of such default or any

acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in breach of the covenants, provisions or conditions of this Lease.

18.3 No Waiver. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

18.4 Costs and Legal Fees. In the event either party commences an action for the recovery of possession of the Leased Premises or for the recovery of rent or because of the breach of any covenant of this Lease by the other party, the prevailing party shall recover all costs and expenses of such litigation including reasonable attorneys' fees incurred by the prevailing party.

XIX MAINTENANCE AND REPAIR

19.0 Landlord's Obligations. Landlord at its expense shall keep the exterior structure, to-wit, foundation, and demising walls of the Leased Premises in proper repair during the Leased term, or any renewal or extension thereof; provided, however, that if any such repairs shall be occasioned by the fault or neglect of Tenant or its employees or agents, then any such repairs shall be the obligation of the Tenant and the cost of such repairs shall be paid by Tenant.

19.1 Tenant's Obligations. Tenant shall at all times during the Lease term and any renewal or extension thereof, pay for and make all other necessary repairs and replacements to the Leased Premises, including, but not limited to, the doors, door checks, windows, plate glass, store front, fixtures, heating, plumbing, air conditioning, and electrical facilities of the Leased Premises, and keep and maintain the same in good condition and repair so that at the expiration of the Lease, or any renewal or extension thereof, the Leased Premises shall be surrendered to Landlord in the same condition that the same are in at the commencement of said Lease, ordinary wear and tear excepted. Tenant shall not defer any repairs or replacements to the Leased Premises by reason of the anticipation of the expiration of the term hereof. The surrender of the Leased Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Leased Premises which Tenant was obligated to perform prior to such expiration or early termination, which obligation shall survive the expiration or early termination of this Lease. Tenant shall keep the Leased Premises in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Leased Premises or the Property. Landlord may designate areas within the Property for placement of dumpsters and areas as Landlord shall designate for such purposes, and the costs and expenses attributable thereto shall be included by Landlord in the costs and expenses described in Article IX above relating to common areas.

19.2 Landlord's Right to Repair. In the event Tenant fails to timely perform the maintenance obligations required of it under this Article, Landlord may perform such obligations, and Tenant shall immediately pay Landlord for its costs incurred upon receipt of the invoice therefor.

19.3 Alterations. Tenant shall not create any openings in the roof or exterior walls, nor shall Tenant make any alterations or additions to the Leased Premises without the prior written consent of Landlord. Tenant shall make all additions, improvements, alterations and repairs on the Leased Premises and on and to the appurtenances and equipment thereof, required by any governmental authority or which may be made necessary by the act or neglect of any person, firm or corporation (public or private), other than Landlord or Landlord's agents.

XX. MISCELLANEOUS

20.0 Estoppel Certificates. Tenant shall from time to time, within five (5) days from the request of Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying, if true and, if not, Tenant's information and belief as to representations that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that the Landlord is not in default under the Lease or any modifications thereto, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by a prospective purchaser of the Leased Premises, mortgagee of the Leased Premises and their respective successors and assigns.

20.1 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant specifically including, but not by way of limitation, Tenant's failure to pay impositions, make repairs, or satisfy lien claims, after complying with any notice provisions set forth in this Lease; and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much additional rent due on the next rent date after such payment together with interest (except in the case of said attorneys' fees) at the rate of twelve percent (12%) per annum from the date of advancement to the date of repayment by Tenant to Landlord.

20.2 Amendments Must be in Writing. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or amended except by a written instrument, duly signed, acknowledged and delivered by the other party; and no act or acts, omission or omissions or series of acts or omissions, or waiver, acquiescence or forgiveness by Landlord as to any default in or failure of performance, either in whole or in part, by Tenant, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Landlord of the right at all times thereafter to insist upon the prompt, full and complete performance by Tenant of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Tenant.

20.3 Notices. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed as follows:

To Landlord: PHOENIX CUDAHY, LLC
1818 NORTH FARWELL AVENUE
MILWAUKEE, WISCONSIN 53202

To Tenant: CITY OF MILWAUKEE
ATTN: EXECUTIVE DIRECTOR, ELECTION COMMISSION
200 EAST WELLS STREET
MILWAUKEE, WISCONSIN 53202

With a copy to:

CITY REAL ESTATE OFFICER
DEPT. OF CITY DEVELOPMENT
809 NORTH BROADWAY
MILWAUKEE, WI 53202

Either party may, upon prior notice to the other, specify a different agent and/or address for the giving of notice. After the Rent Commencement Date, all bills, statements and other communications which Landlord may be required or desire to render to Tenant may be delivered to the Leased Premises or sent by United States mail addressed to Tenant at the Leased Premises.

20.4 Short Form Lease. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording, containing the names of the parties, the legal description and the term of the Lease.

20.5 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

20.6 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

20.7 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.8 Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.9 Law Applicable. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

20.10 Covenants Binding on Successors. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

20.11 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Phoenix Investors, LLC. Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof as to any agreement or alleged agreement Tenant may have with any other such broker and/or agent. Landlord shall pay its agreed fee to Phoenix Investors, LLC.

20.12 Landlord Means Owner. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leased Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

20.13 Continuous Occupancy. Tenant agrees continuously throughout the term of this Lease to occupy the Premises except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence for a period of 30 days or more shall constitute a default under this Lease and shall give Landlord all of the rights and remedies set forth in this Lease.

20.14 Signs and Trade Fixtures. Tenant shall not place any new or different shade,

awning, fence, sign or any structure or device upon or above the exterior of the Leased Premises without first obtaining the written consent of the Landlord in each instance. Although Tenant may place signs upon the interior or exterior of the windows without first obtaining the written consent of the Landlord in each instance, Landlord reserves the right to demand removal of any signs that it may deem inappropriate. Upon notice from Landlord, Tenant shall immediately remove these signs. Tenant shall keep Tenant's display windows, signs and lights in the store front lighted each and every day of the term of the Lease during the hours designated by Landlord. Tenant shall maintain, repair and replace such signs and lights, and Tenant shall hold Landlord harmless from all liability on account of the erection, maintenance, repair and replacement thereof.

20.15 Environmental. From and after the Commencement Date and thereafter during the entire term of this Lease, Tenant in the operation of its business on the Leased Premises shall comply with all applicable federal, state and local environmental laws and all amendments thereto and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance or the environment as the same shall be in existence during the term hereof. Without limiting the generality of the foregoing, Tenant shall specifically comply with all applicable laws relating to the handling, storage or disposal of any hazardous material or toxic substance arising in connection with the use and occupancy of the Leased Premises by Tenant or any occupant of the Leased Premises during the term of this Lease. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws." Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, classifications, certificates and registrations (collectively, "Permits") and make all applicable filings required of Tenant to operate at the Leased Premises. The Permits and required filings shall be made available for inspection and copying by Landlord at the Leased Premises upon reasonable notice and during business hours. Tenant agrees to hold harmless and indemnify Landlord from any liability, claim or injury based upon an actual or alleged violation of Environmental Laws arising in connection with the occupancy of the Leased Premises by Tenant or any occupant of the Leased Premises or the operations of Tenant's business on the Leased Premises during the term of this Lease. The foregoing indemnification shall survive the expiration of the term of this Lease. Landlord represents that to its knowledge, the Leased Premises as of the Commencement Date are in compliance with all applicable Environmental Laws and will indemnify and hold Tenant harmless as to any such prior condition; provided, in such event and at its election, Landlord may terminate this Lease.

20.16 Tenant Identity. Tenant represents and warrants that the execution and delivery of this Lease has been duly authorized by the Common Council of Tenant, and the officers of Tenant who are executing and attesting to this Lease have full power, authority and right to do so, and the execution of this Lease by such officers is sufficient and legally binding on Tenant without the joinder or approval of any other party.

20.17 Financial Statement. Tenant has submitted to Landlord the financial statement of Tenant. Tenant acknowledges that Landlord is entering into this Lease Agreement based upon the reliance and representation of these respective financial statements. Furthermore, Tenant acknowledges and guarantees that its financial statement is true and accurate. Annually, upon the anniversary of the Commencement Date, Tenant shall provide Landlord with the most recent updated annual financial statements of Tenant including at a minimum a balance sheet and an income

statement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

PHOENIX CUDAHY, LLC

David M Marks, Manager

TENANT:

CITY OF MILWAUKEE

Neil Albrecht
Executive Director of the Election
Commission

Elaine M. Miller
Special Deputy Commission
Department of City Development

Martin Matson
Comptroller

EXHIBIT B
RULES AND REGULATIONS

1. Tenant shall advise and cause its vendors to deliver all merchandise before 4:00 p.m. on Mondays through Fridays, not at other times.
2. All deliveries are to be made to designated service or receiving areas in the back of the Premises and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
3. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Building.
4. Tenant is responsible for storage and removal of his trash, refuse and garbage. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags, cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other item which the same are not designed to receive. All Store Floor Area of Tenant including vestibules, entrances and returns, doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition.
5. Other than as permitted under the provisions of Section 20.14, Tenant shall not permit or suffer any advertising medium to be placed on walls, on Tenant's exterior windows, on standards in the Common Area, if any, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign, and trade or seasonal decoration of any size, style or material within the Building, outside the Premises.
6. Tenant shall not permit or suffer the use of any advertising medium that can be heard or experienced outside of the premises, including without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio television or other communication antenna equipment or device is to be mounted, attached or secured to any part of the roof, exterior surface, or anywhere outside the premises, unless Landlord has previously given its written consent. It is agreed that Tenant shall be allowed to install a satellite dish (approximately 3' in diameter) on the roof of the Premises. However, no roof penetrations will be allowed without Landlord's written consent.
7. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside of its premises, nor shall Tenant use the exterior sidewalks or exterior walkways of its premises to display, store or place any merchandise. No sale of merchandise by bankruptcy sale, fire sale, etc., truck load sale or the like, shall be permitted on the parking lot or other common areas.

8. Tenant shall not permit or suffer any portion of the premises to be used for lodging purposes.

9. Tenant shall not, in or on any part of the Common Area:

(a) Vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other material whatsoever;

(b) Exhibit any sign, placard, banner, notice or other written material, except for activities as approved by Landlord;

(c) Distribute any circular, booklet, handbill, placard or other material, except for activities as approved by Landlord;

(d) Solicit membership in any organization, group or association or contribution for any purpose;

(e) Create a nuisance;

(f) Use any Common Area for any purpose when none of the other retail establishments within the Building is open for business or employment, except for activities as approved by Landlord;

(g) Throw, discard, or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind;

(h) Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvements within the Building, or the property of customers, business invites, or employees situated within the Building.

10. Tenant may park its delivery vehicles in proximity to the Leased Premises on a nonexclusive and unreserved, space available basis. Tenant acknowledges and agrees that such nonexclusive use is not a material adverse condition as to Tenant.

EXHIBIT C

City's Self-Insurance Letter