orig -

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of November 1, 2006 (Date), by and between STI Holdings, Inc. ("Landlord"), and The City of Stoughton ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant the property formerly known as "The Greig Building", (the "Premises") located at 567 East Main Street, Stoughton, Wisconsin 53589.

A sketch of the Premises subject to this Lease is attached as an Exhibit.

PARKING. Tenant shall be entitled to parking privileges as set forth on the attached Exhibit.

STORAGE. Tenant shall be entitled to store items of personal property in any portion of the leased Premises during the term of this Lease. Landlord shall not be liable for loss of or damage to such stored items.

TERM. The lease term shall commence on (see addendum "A") and shall terminate on _____.

[redacted]

ok JM

ok SW

LEASE PAYMENTS. Tenant shall pay to Landlord an annual payment equal to the prior year's paid property taxes for the Premises.(See section on "Taxes".) Such payments shall be made to the Landlord at STI Holdings Inc,, 416 South Academy, Stoughton, Wisconsin 53589, as may be changed from time to time by Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only for the purpose of a Youth Center. The Premises may be used for any other purpose only with the prior written consent of Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the

unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain public liability insurance in total aggregate sum of at least $1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes - Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes - Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises [illegible]

repairable within sixty days, or if the cost of repair is $20,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 day(s) (or any other obligation within 30 day(s)) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the state of Wisconsin.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

STI Holdings,Inc.
416 South Academy Street
Stoughton, Wis. 53589

TENANT:

The City of Stoughton, c/o John D. Neal
381 East Main St.
Stoughton, Wis., 53589

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

LANDLORD:

STI Holdings, Inc.

By: _____
Donald D.Wahlin
President

TENANT:

The City of Stoughton

ADDENDUM A

This Addendum A is made part of the Real Estate Lease ("Lease") executed by and between STI Holdings, Inc. ("Landlord"), and the City of Stoughton ("Tenant") and dated November 1, 2006. In the event the terms of the Lease conflict with this Addendum A, the terms of the Addendum shall control. The parties agree as follows:

1. PARKING. Tenant shall be entitled to parking privileges as shown on the attached Exhibit, in the area created by the removal of a portion of the building structure on the east side of the Premises. The Landlord shall grant to Tenant ingress and egress to the Premises.

2. TERM. The term of this Lease shall commence upon satisfaction of the following contingencies:

A.. Completion of the renovation of the Premises suitable for use as a Youth Center according to applicable laws and regulations.

B. The Landlord providing to the Tenant documentation from a qualified independent third party that any environmental contaminants on the Premises known to Landlord, including lead paint, asbestos, and mold, have been removed or remediated.

Upon satisfaction of the above contingencies, the parties shall execute a written confirmation to document the commencement of the Lease term. The initial term shall expire on December 31 of the year in which the Lease commences. The Lease shall renew perpetually for twelve month periods, running from January 1 to December 31, unless the Tenant gives written notice of nonrenewal no later than 60 days prior to the end of a term, or the Landlord gives written notice of nonrenewal no later than 60 days prior to the end of a term due to the Premises no longer being used as a Youth Center.

LANDLORD: STI HOLDINGS, INC.

By: Donald D. Wahlin Dated: October 19, 2006
Donald Wahlin, President

TENANT: CITY OF STOUGHTON