

This Agreement, made this 5th day of January, 1954,
By and between L. M. Bickett and Gertrude P. Bickett, his wife,
700 Clyman Street, Watertown, Wisconsin, hereinafter called LESSOR
and L. M. Bickett Company, a Wisconsin corporation, with its prin-
cipal place of business at 600 First Street, Watertown, Wisconsin,
hereinafter called LESSEE,

Witnesseth, that whereas Lessor is the owner of real estate
which has been leased to the Lessee heretofore on a percentage of
net sales basis, and which real estate, now occupied by the Lessee,
is situated in the city of Watertown, Jefferson County, Wisconsin,
and is described as follows:

Lot #2 block 30 according to Cole,
Bailey & Co's. plat of Watertown on the
East side of Rock River as surveyed by
Milo Jones and now of record, together
with 120 square inches of water for
propelling machinery to be furnished on
said lot by Cole, Bailey & Co., or their
assigns, according to and to be drawn and
used subject to restrictions, reservations
and conditions contained or referred to
in the deed of said property and water
given by Jarvis Hall and wife to John L.
Smith and Joseph B. Bennett dated
October 1, 1872 and recorded October 1,
1872 in volume 63 page 471, to which deed
and the record thereof and the deeds
therein referred to and the records
thereof, reference is hereby made for a
more full description, also the North 3/4
of lot 3, block 30 of the aforesaid plat,
together with the water and water power
appurtenant thereto.

For a more particular description of said
water and the terms and conditions under
which the same is to be drawn and used
reference is had to a deed thereof made by
Hiram W. Blanchard and wife to Emanuel Lehman
dated January 7, 1863 and the record of
said deed.

Also all of the rights of the Watertown
Machine Co. under a certain stipulation or
agreement executed by Milton Blanchard and
Joseph B. Bennett dated February 14, 1876
and recorded April 1st, 1876 in volume 70
page 163 concerning the last aforesaid
water power.

Also the 14 1/4 cu ft of water per minute
conveyed or contracted to be conveyed by
Frank Koenig to the J. L. Perry Mfg. Co.
Limited, by an agreement or indenture
made June 15, 1886, upon the terms and
conditions specified in such agreement to
which reference is hereby expressly made.

Said premises are all subject, however, to the rights heretofore given to the Chicago, Milwaukee and St. Paul Railway Co. for a spur track across said premises or a part of the same, together with all the privileges and appurtenances to the same belonging, and subject to a right of way for sewer given to the city of Watertown, recorded July 17, 1923 in vol. 5 of misc. on page 446.

SEWER RIG HT OF WAY

The right and privilege to lay a storm sewer through lot 3 block 30 of the Original Plat of the East side of Watertown, Wis., the center line of the private right of way being 20' wide is 27'0" North of and parallel to the South line of lot 3 block 30 of the Original Plat of the East side of Watertown, which said premises are now owned by it, and for which privilege, receipt of the payment in full, is hereby acknowledged. And the said Bickett Rubber Products Corp., hereby for itself and its assigns, grants unto the said city of Watertown and its officers and contractors the full right and authority to enter upon said premises where necessary for the purpose of building said sewer, or repairing the same, on condition that the said city of Watertown shall be liable for any damage caused thereby to the fences or sidewalks, and shall restore said fences and sidewalks to the condition the same were in at the time of entry upon said premises.

and

Whereas the parties desire to enter into a further lease agreement on the basis of cash rent payable monthly in advance,

NOW THEREFORE, it is hereby mutually agreed between the parties hereto as follows:

1. That the Lessor does hereby lease to the Lessee and the Lessee does hereby take as such from the landlord, the above described real estate for a term of ten (10) years commencing on the 1st day of December, 1953, paying therefor the total rent of One Hundred Twenty Thousand and no/100 (\$120,000.00) Dollars. Said rent shall be payable monthly at the rate of One Thousand (\$1,000.00) Dollars per month, the first payment being due the 10th day of December, 1953, and on the 10th day of each month thereafter during the term.

2. The Lessee also agrees to pay all real estate taxes assessed against said leased property and to maintain the same in good condition in view of the age and nature thereof, and to pay premiums on fire and extended coverage contracts adequately insuring said property against fire or other casualty, all such payments of taxes and insurance premiums to be made before the same are overdue or otherwise in default.

3. The Lessee also agrees to pay for water, gas, electricity or the product or service of any utility which it may use, it being understood that the Lessor shall have no expense in connection with the leased premises unless major renovation by reason of serious structural defects shall become necessary, which shall be the Lessor's responsibility.

4. In case of damage by fire or other casualty, the Lessor shall cause the premises to be repaired with as much speed as may be practicable. If the damage is so extensive as to make the premises untenable, the parties shall immediately negotiate for the purpose of making such revisions of this agreement as may be just under the circumstances; and upon the failure of attempts to re-negotiate, in the opinion of either party, the controversy shall be submitted to arbitration as provided by the statutes of the State of Wisconsin.

5. The Lessee covenants to pay the rent promptly in the time and manner therein provided, not to underlease the said premises or attempt to assign this lease without the consent of the Lessor in writing, and to quit and deliver possession of said premises at the expiration of the term hereof in as good repair as they now are, reasonable use and wear thereof and damage by accidental fire or other casualty not the fault or neglect of the Lessee or its servants or agents, only excepted.

6. The Lessor may enter to view the premises at all reasonable times and may expel the Lessee in the manner provided by law

if it shall fair to pay the rent herein provided or refuse to obey all lawful ordinances of the city of Watertown, Wisconsin relating to health, sanitation or safety, or if Lessee shall violate any of its covenants under this agreement.

7. The covenants herein contained shall bind both the Lessor and the Lessee mutually, and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and sea ls the day and year first above written. IN DUPLICATE

/s/ L. M. Bickett Seal
L. M. Bickett

/s/ Gertrude P. Bickett Seal
Gertrude P. Bickett

LESSORS

L. M. Bickett Company

By /s/ W. A. Larson
Vice President

/s/ Ruth G. Larson
Secretary