

SUBORDINATION AND STANDSTILL AGREEMENT

This **SUBORDINATION AND STANDSTILL AGREEMENT** (this "**Agreement**") dated as of December 1, 2016, is made by and among **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and assigns, "**Senior Lender**"), **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**, a Wisconsin separate body politic (together with its successors and permitted assigns, "**Subordinate Lender**"), **WHITNALL-SUMMIT COMPANY, LLC**, a Delaware limited liability company ("**Whitnall Borrower**"), **WHITNALL SUMMIT DEVELOPMENT CORPORATION**, a Wisconsin corporation ("**Development Borrower**") and **6750 NORTH ACRES LLC**, Delaware limited liability company ("**6750 Borrower**", and together with Whitnall Borrower and Development Borrower and their respective permitted successors and assigns, individually or collectively, as the context may require, "**Borrower**").

RECITALS

A. As of the date hereof, Senior Lender is making a loan (the "**Senior Loan**") to Borrower in the original principal amount of Seventy Two Million Dollars and 00/100 (\$72,000,000.00), which Senior Loan is evidenced by, inter alia, that certain Loan Agreement between Senior Lender and Borrower, dated as of even date herewith (the "**Senior Loan Agreement**") and secured by, inter alia, that certain Fee and Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of even date herewith (the "**Senior Mortgage**") by Borrower for the benefit of Senior Lender encumbering the properties owned by Borrowers and located in the City of West Allis, Wisconsin (individually or collectively, as the context may require, the "**Property**"). The obligations of the Borrower under the Senior Loan Agreement are collectively referred to herein as the "**Obligations**".

B. Whitnall Borrower and Subordinate Lender were parties to that certain Summit Place Business Park Development Agreement, dated as of April 21, 2004 (the "**Original Development Agreement**") made in connection with the rehabilitation of certain portions of the Property more particularly described in the Original Development Agreement (the "**Project**").

C. Whitnall Borrower, Development Borrower and Subordinate Lender are parties to that certain Summit Place Business Park Amended and Restated Development Agreement, dated as of December 14, 2004 in connection with the rehabilitation of the Project, which, among other things, (i) terminated the Original Development Agreement; (ii) provided financing to Development Borrower in the amount of \$4,725,000 (the "**Original Loan**") for (a) the acquisition and construction of a parking structure on the parcel located north of Washington Street ("**Parking Parcel**"), and (b) rehabilitation of the Project, and (iii) reimbursement of the Subordinate Lender for certain costs incurred by the Subordinated Lender in connection with its acquisition of that certain property located at 6600 and 6500 West Washington Street, West Allis, Wisconsin (as the same has been amended (including by Amendment #1, Amendment #2, Amendment #3 and Amendment #4 (as such terms are defined below)), restated, supplemented and/or modified, from time-to-time, the "**Development Agreement**").

D. The Development Agreement was amended by that certain Resolution Approving June 2005 Amendment to Summit Place Business Park Amended and Restated Development Agreement, dated as of June 15, 2005, made by and between Whitnall Borrower and Subordinate Lender, providing financing to Whitnall Borrower in the amount of \$2,500,000 in connection with the potential leasing by Whitnall Borrower of the building then named "Summit Place II Building #4" (the "**Amendment #1**").

E. The Development Agreement was further amended by that certain Resolution Approving October 2005 Amendment to Summit Place Business Park Amended and Restated Development Agreement, dated as of October 11, 2005, made by and between Whitnall Borrower and Subordinate Lender (the "**Amendment #2**").

F. The Original Loan made by Development Borrower and Subordinate Lender was subsequently reduced from \$4,725,000 to \$2,000,000 (the "**Reduced Loan**"), as evidenced by that certain Termination of Endorsement, dated as of November 16, 2006, made by and between Development Borrower and Subordinate Lender, where Development Borrower has assigned to Subordinate Lender a note in the amount of \$2,725,000 made by West Allis Investment Fund, LLC, as borrower, for the benefit of Development Borrower, which note Subordinate Lender has subsequently terminated.

G. The Development Agreement was further amended by that certain Amendment #3 to the Summit Place Business Park Amended and Restated Development Agreement, dated as of May 1, 2013, made by and among Whitnall Borrower, Development Borrower, Subordinate Lender and FIRST-RING INDUSTRIAL REDEVELOPMENT ENTERPRISE, INC., a Wisconsin corporation ("**FIRE**") in connection with, among other things, the construction of a parking facility on the Parking Parcel (the "**Amendment #3**"), which provided, among other things, additional financing to Whitnall Borrower from Subordinate Lender in the amount of \$2,000,000, the payment of which shall be deferred for thirty (30) years and converted to a grant thereafter (the "**Deferred Subordinate Loan**").

H. In connection with Amendment #3, Whitnall Borrower and Subordinate Lender have entered into that certain Partial Cancellation of Debt, dated as of May 1, 2013, for the purpose of restructuring two (2) of the outstanding loans previously made by Subordinate Lender to Whitnall Borrower and Development Borrower, which such restructuring included (i) assigning Development Borrower's obligations under the Reduced Loan to Whitnall Borrower, (ii) combining the Reduced Loan with a \$2,500,000 loan made to Whitnall Borrower pursuant to Amendment #1, for an aggregate loan amount of \$4,500,000, and (iii) forgiving \$1,490,220 of such \$4,500,000 loan amount, thereby reducing the total outstanding amount from \$4,500,000 to \$3,009,780, which is evidenced by that certain Note, dated as of May 1, 2013, in the amount of \$3,009,780 (the "**Subordinate Note**").

I. Whitnall Borrower, Development Borrower and Subordinate Lender have agreed pursuant to the terms and provisions of that certain Amendment #4 to the Summit Place Business Park Amended and Restated Development Agreement (the "**Amendment #4**") to extend the maturity date of the Subordinate Note for a period of thirty-six (36) months such that the new maturity date of the Subordinate Note shall be February 17, 2020 and that the monthly payments of the Subordinate Note shall be in the amount of \$104,050.00 per month commencing on March 1, 2017. The obligations of Whitnall Borrower are guaranteed (the "**Subordinate Guaranty**") by

Richard G. Carlson ("**Guarantor**"), as evidenced by that certain Continuing Guaranty (Limited), dated as of May 1, 2013. The loan evidenced by the Subordinate Note, as amended by the Amendment #4, is the "**Subordinate WSC Loan**" and together with the Deferred Subordinate Loan, individually or collectively as the context may require, the "**Subordinate Loan**". The Subordinate Note, the Subordinate Guaranty and the Development Agreement are collectively referred to as the "**Subordinate Loan Documents**". The Subordinate WSC Loan and the Deferred Subordinate Loan are both unsecured.

J. In order to induce Senior Lender to make the Senior Loan, Subordinate Lender is willing to subordinate the Subordinate Loan and the Subordinate Loan Documents to the Senior Loan and the Loan Documents (as defined in the Senior Loan Agreement; hereinafter, the "**Senior Loan Documents**") and to make certain agreements with respect to the relationship between the Subordinate Loan Documents and the Senior Loan Documents.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Senior Lender and Subordinate Lender hereby agree as follows:

1. Incorporation of Recitals. The recital are, by this reference, incorporated into and deemed a part of this Agreement and Borrower and Subordinate Lender hereby represent, warrant and confirm that such recitals are true, correct and complete.

2. Approval of Senior Loan Documents. Subordinate Lender has received and has had the opportunity to review the Senior Loan Documents. Subordinate Lender hereby consents to and approves all the provisions of, the Senior Loan Documents including the Senior Loan Agreement and the Senior Mortgage. Subordinate Lender hereby covenants, agrees and acknowledges that the execution, delivery and performance of the Senior Loan Documents will not constitute a default or event of default under the Subordinate Loan Documents. Subordinate Lender hereby covenants, agrees and acknowledges that Senior Lender has the right, without the consent or approval of Subordinate Lender, and without notice to Subordinate Lender, to extend, consolidate, accelerate, increase, decrease, forgive, forbear, sever, split, amend, supplement, restate, replace or otherwise modify in any manner the Senior Loan, the Senior Loan Agreement and each and any of the Senior Loan Documents and the Obligations of Borrower under the Senior Loan Documents. Any such extension, consolidation, increase, decrease, forgiveness, forbearance, severance, acceleration, split, amendment, supplement, restatement, replacement or other modification shall not affect the subordination of the Subordinate Loan Documents and the Subordinate Loan set forth herein.

3. Representations and Warranties Regarding Subordinate Loan and Subordinate Loan Documents. Subordinate Lender hereby represents and warrants to Senior Lender as of the date hereof that (a) Subordinate Lender is the sole owner of the Subordinate Loan and the Subordinate Loan Documents, and no other Person has any interest therein, (b) that the Subordinate Loan Documents are not subject to any pledge, assignment, hypothecation, security against any other lien or encumbrance, (c) other than the Subordinate Loan, no amounts are owed by Borrower to Subordinate Lender, (d) other than the Subordinate Loan Documents, there are no agreements between Borrower and Subordinate Lender, (e) neither the Subordinate WSC Loan nor the Deferred Subordinate Loan are cross-defaulted with each other or with any other loan from

Subordinate Lender to Borrower or any affiliate of Borrower, and (f) the Subordinate Loan is an unsecured loan.

4. Covenants Regarding Subordinate Loan and Subordinate Loan Documents. From and after the date hereof and at all times during the Term, Subordinate Lender shall not (a) enter into any other agreement with Borrower, Guarantor or any affiliate of Borrower or Guarantor with respect to the Subordinate Loan, (b) amend, restate, replace, supplement, increase, sever, split, accelerate or otherwise modify the Subordinate Loan Documents in effect as of the date hereof, (c) permit the Subordinate Loan to be secured by any collateral or (d) sell or assign, grant participation interests in, pledge, hypothecate or otherwise transfer all or any portion of the Subordinate Loan or the Subordinate Loan Documents, or any interest therein, to any other Person. Subordinate Lender hereby agrees that (i) any such other agreement and any such other amendment, restatement, replacement, acceleration, supplement or other modification entered into after the date hereof shall be void ab initio and of no force or effect and (ii) any other agreement between Subordinate Lender and Borrower (other than those that are subject to clause (i) of this sentence) shall be subject to the terms and conditions of this Agreement. Without the prior written consent of Senior Lender (which consent may be granted or withheld in the sole and absolute discretion of Senior Lender), Borrower agrees that it shall not request any additional loan proceeds from Subordinate Lender and Subordinate Lender agrees not to provide any additional loan proceeds to Borrower.

5. Subordination of Subordinate Loan and Subordinate Loan Documents.

(a) Subordinate Lender hereby intentionally and unconditionally subordinates and makes junior the Subordinate Loan and the Subordinate Loan Documents to the Senior Loan and the Senior Loan Documents and each and every such extension, consolidation, increase, decrease, severance, amendment, supplement, restatement, replacement or other modification thereof, whether or not Subordinate Lender is noticed of the same.

(b) Subordinate Lender hereby intentionally and unconditionally subordinates the Subordinate Loan and the Subordinate Loan Documents to any and all advances, in whatever amounts and whenever made, with interest thereon, and to any expenses, charges and fees incurred thereby, including any and all of such advances, interest, expenses, charges and fees which may increase the indebtedness secured by the Senior Loan Documents above the original principal amount thereof.

(c) So long as any of the Senior Loan Documents encumber the Property or any portion thereof, Subordinate Lender will not take any action that might terminate or modify any existing or future management agreement affecting the Property or affect the operations of the Property.

(d) If Subordinate Lender shall acquire by indemnification, subrogation or otherwise, any lien, estate, right or other interest in any of the collateral for the Senior Loan, that lien, estate, right or other interest shall be subordinate to the Senior Loan Documents.

6. Subordination of Payment.

(a) All of Subordinate Lender's rights to payment of the obligations evidenced by the Subordinate Loan Documents (including the Subordinate Guaranty) are hereby subordinated to all of Senior Lender's rights to payment and performance by Borrower and Guarantor of the Obligations. Subordinate Lender shall not accept or receive payments (including, without limitation, whether in cash or other property and whether received directly, indirectly or by set-off, counterclaim or otherwise) from Borrower or Guarantor prior to the date that all Obligations have been indefeasibly paid and performed in full other than payments with respect to the Subordinate WSC Loan permitted pursuant to the express terms of this Agreement. If any payments are so received by Subordinate Lender prior to the date that all such Obligations are indefeasibly paid and performed in full, such payments shall be kept separate from other funds, shall be held in trust for the benefit of Senior Lender, and shall be paid to Senior Lender immediately upon demand by Senior Lender.

(b) In the event that Senior Lender takes possession of the Property through foreclosure, deed-in-lieu, or otherwise, Subordinate Lender acknowledges and agrees that neither Senior Lender, its designee or nominee or any successor owner of the Property shall have any obligations with respect to the Subordinate Loan and neither the Subordinate Loan nor any Subordinate Loan Documents shall in any way affect or burden the Property.

7. Standstill Agreement.

(a) So long as the Senior Loan or any portion thereof remains unpaid and any Senior Loan Document encumbers all or any portion of the Property or any interest therein:

(1) Subordinate Lender shall not exercise any remedies under any of the Subordinate Loan Documents (including the Subordinate Guaranty), including accelerating the Subordinate Loan;

(2) Subordinate Lender shall not commence any legal proceeding against Borrower or Guarantor;

(3) Subordinate Lender shall not commence any judicial or non-judicial action or proceeding to exercise any remedies under the Subordinate Loan Documents or to bring or join with any other creditor in bringing any bankruptcy, insolvency, receivership or similar proceeding against Borrower or Guarantor or any constituent entity of Borrower or Guarantor or any of their assets;

(4) if, in contravention of clause (1) above or any other provision of this Agreement, Subordinate Lender takes any such action or proceeding and collects payment from Borrower or Guarantor or any of its affiliates, all such payments shall be kept separate from other funds, shall be held in trust for the benefit of Senior Lender and shall be paid to Senior Lender immediately upon demand by Senior Lender;

(5) Senior Lender shall have the right, without the consent or approval or participation of Subordinate Lender, and without any obligation to send

any notice to or consult with Subordinate Lender, to commence any judicial or non-judicial action or proceeding to, among other things, (i) collect Rents, (ii) have a receiver appointed to collect the Rents or for any other purpose, and (iii) exercise any and all rights and remedies under the Senior Loan Documents, including but not limited to the commencement of any judicial or non-judicial action against Borrower and/or Guarantor under the Senior Loan Documents or to bring or join with any other creditor in bringing any bankruptcy, insolvency, receivership or similar proceeding against Borrower and/or Guarantor and/or any constituent entity of Borrower and/or Guarantor and/or any of their assets, and

(6) in no event shall Subordinate Lender take any action to impede, prevent or interfere with the exercise of any of the rights and remedies of the Senior Lender under the Senior Loan Documents, including, without limitation, the ability of Senior Lender to accept a deed or other transfer rights in lieu of foreclosure.

(b) Subordinate Lender hereby waives any requirement for marshalling of assets by Senior Lender in connection with any foreclosure of any security interest or any other realization upon collateral in respect of the Senior Loan Documents or any exercise of any rights of set-off or otherwise. Subordinate Lender assumes all responsibility for keeping itself informed as to the condition (financial or otherwise) of Borrower, the condition of the Property and all other collateral for the Senior Loan and other circumstances, and Senior Lender shall have no duty whatsoever to obtain, advise or deliver information or documents to Subordinate Lender relative to Borrower, such condition, business, assets and/or operations. Subordinate Lender agrees that Senior Lender owes no fiduciary duty to Subordinate Lender in connection with the administration of the Senior Loan and the Senior Loan Documents and Subordinate Lender agrees not to assert any such claim. No payment or distribution to Senior Lender and no "protective advance" by Subordinate Lender shall entitle Subordinate Lender to exercise any right of subrogation in respect thereof prior to the indefeasible payment in full in cash and performance in full of the Obligations, and Subordinate Lender agrees that prior to the indefeasible payment in full in cash and performance in full of the Obligations, it shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in any property or assets of Borrower, or any interest therein, or any portion of the Property or any other collateral now securing the Senior Loan or the proceeds therefrom that is or may be prior to, or of equal priority to, any of the Senior Loan Documents or the liens, rights, estates and interests created thereby.

8. Repayment Obligation. Notwithstanding anything to the contrary contained in the Subordinate Loan Documents, Subordinate Lender hereby acknowledges and agrees that Borrower shall not make, nor be required to make, any payments in connection with the Subordinate Loan to the Subordinate Lender during the continuance of a Trigger Period under the Senior Loan, and any such failure to do so shall not be a default or event of default under the Subordinate Loan nor entitle Subordinate Lender to exercise any rights or remedies with respect thereto. The parties hereto agree that any payments not made under the Subordinate Loan Documents as a result of the continuance of a Trigger Period may accrue interest at the non-default rate provided for in such Subordinate Loan Documents. To the extent that Borrower's obligations under the Subordinate Loan are not paid as a result of the existence of such Trigger Period, Subordinate Lender agrees to

extend the payment obligations on a month-by-month basis (including any maturity date) for each month that the Senior Loan was in a Trigger Period (for the purposes hereof, any partial month in which a Trigger Period shall be continuing shall be deemed to be a whole month for the purpose of extending the term of the Subordinate Loan) and the Subordinate Loan Documents shall be deemed so extended. Borrower and Subordinate Lender acknowledge and agree that any and all amounts to be paid (and payable) under the Subordinate Loan Documents shall only be made from excess cash flow that is otherwise distributable by Borrower in accordance with the Senior Loan Documents.

9. Refinancing. Subordinate Lender hereby covenants, agrees and acknowledges that the Senior Loan may be refinanced without providing notice to, nor first obtaining the consent of, Subordinate Lender. Subordinate Lender hereby agrees that any loan made in connection with refinancing of the Senior Loan shall be subject to the terms of this Agreement as if such loan(s) are the "Senior Loan" hereunder and the lender(s) of such loan(s) shall be entitled to all of the rights and benefits of this Agreement as if such lender(s) are the "Senior Lender" hereunder, without the necessity of entering into a new subordination and standstill agreement. Without in any way limiting the foregoing, Subordinate Lender agrees to enter into a new subordination and standstill agreement in substantially the same form and containing the same substance as this Agreement for the benefit of any lender(s) refinancing the Senior Loan.

10. Material Inducement. Subordinate Lender hereby acknowledges Senior Lender would not make the Senior Loan while the Subordinate Loan remains outstanding but for Senior Lender's reliance upon this Agreement.

11. Bankruptcy Proceedings.

(a) In any insolvency, bankruptcy or similar proceedings (collectively, a "Proceeding") of Borrower, the provisions of this Agreement shall continue to govern the relative rights and priorities of the Senior Lender and the Subordinate Lender, even if the Senior Loan, any or all of the Senior Loan Documents or the Obligations are subordinated, re-characterized, set aside, avoided, invalidated or disallowed (including by settlement) in connection with any such Proceeding or otherwise.

(b) Subordinate Lender hereby irrevocably assigns and transfers to Senior Lender the right to file one or more proofs of claim; the right to vote all claims of Subordinate Lender; and the right to make any election in any Proceeding. Upon request by Senior Lender, Subordinate Lender shall join with Senior Lender and execute and file such documents and instruments as shall be necessary, in the opinion of counsel to Senior Lender, to give effect to the foregoing assignments and transfers but will not otherwise act in any Proceeding without first obtaining the written consent of Senior Lender to such action. Subordinate Lender acknowledges that Senior Lender shall have the sole discretion to exercise or not exercise such assignments and transfers from time to time; and that such rights may be exercised solely in the interest of Senior Lender and without regard to the interest of Subordinate Lender in any Proceeding.

(c) In connection with any Proceeding, Subordinate Lender shall not (i) file, or seek the filing or confirmation, of any plan of reorganization or liquidation that contravenes the provision of this Agreement including without limitation providing for Subordinate Lender to receive any distribution or recovery prior to the indefeasible payment in full in cash and

performance in full of the Obligations, or (ii) assert any claim, motion, objection, or argument in connection with any Proceeding to the extent that such claim, motion, objection or argument is inconsistent with this Agreement or otherwise impairs in any way the rights and remedies of Senior Lender under the Senior Loan Documents. Subordinate Lender hereby appoints Senior Lender as its agent, and grants to Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to Subordinate Lender in connection with any Insolvency Proceeding by or against Borrower under the Bankruptcy Code, including without limitation, the right to vote to accept or reject a plan, to make any election under Section 1111(b) of the Bankruptcy Code with respect to the Subordinate Loan and to file a motion to modify the automatic stay with respect to the Subordinate Loan.

(d) If in or as a result of any Proceeding, Senior Lender returns, refunds or repays to Borrower, the Borrower or any trustee, receiver, committee or other representative appointed in such Proceeding any payment or proceeds in connection with any action, suit or proceeding alleging that the Senior Lender's receipt of such payment or proceeds was a transfer voidable or avoidable under state or federal law, then Senior Lender shall be deemed not to have ever received such payment or proceeds for purposes of this Agreement in determining whether and when the Obligations have been indefeasibly paid in full in cash and performed in full.

12. No Challenges. The Subordinate Lender agrees not to challenge, avoid, subordinate or contest or directly or indirectly to cause or support any other person or entity in challenging, avoiding, subordinating or contesting in any judicial or other proceeding involving Borrower or Borrower, including any Proceeding, the priority, validity, extent, perfection or enforceability of the Senior Loan, the Obligations, or the liens securing the Senior Loan.

13. Approvals. Notwithstanding any provision in the Subordinate Loan Documents which requires Subordinate Lender's approval of any lease, management agreement, or other agreement relating to the operation and management of the Property, Subordinate Lender shall be deemed to have approved or disapproved, as applicable, any such lease, management agreement or other agreement which Senior Lender has approved or disapproved, respectively.

14. Notices. All notices, demands and requests required or desired to be given hereunder shall be in writing and shall be delivered in person, by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight courier addressed as follows:

To Subordinate Lender:

City of West Allis
7525 Greenfield Avenue,
West Allis, Wisconsin 53214
Attn: John F. Stibal

To Senior Lender:

Deutsche Bank AG, New York Branch
60 Wall Street, 10th Floor

New York, New York 10005
Attn: General Counsel

with a copy to:

Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
Attn: Corey A. Tessler, Esq.

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

15. Estoppel Provisions.

(a) Subordinate Lender shall, within 15 days following a request from Senior Lender, provide Senior Lender with a written statement, in a form reasonably acceptable to Senior Lender, setting forth the then outstanding principal balance of the Subordinate WSC Loan and the Deferred Subordinate Loan, the aggregate accrued and unpaid interest under each Subordinate Loan, and stating whether any default or event of default (regardless of whether or not such default or event of default has been waived) under the Subordinate Loan Documents (or, if such a default or event of default exists or has been waived, such statement shall include exceptions in reasonable detail necessary to make such statements true and complete).

(b) Subordinate Lender hereby makes the following representations and warranties as of the date hereof with the understanding that Senior Lender will be relying on the truth and accuracy thereof:

(1) The outstanding principal balance of the Subordinate WSC Loan is \$3,009,780.00. All accrued and unpaid interest on the Subordinate WSC Loan that is due and payable as of the date hereof has been paid in full.

(2) The outstanding principal balance of the Deferred Subordinate Loan is \$2,000,000.00. All accrued and unpaid interest on the Deferred Subordinate Loan that is due and payable as of the date hereof has been paid in full. Subject to the terms of the Development Agreement, no interest, principal or other payments are required to be made in connection with the Deferred Subordinate Loan.

(3) No default or event of default under the Subordinate Loan Documents exists or has been waived by Subordinate Lender, and no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach by Borrower under the Subordinate Loan Documents.

16. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment or repayment of the Senior Loan is rescinded, set aside or returned by Senior Lender to Borrower, Borrower or any of their Affiliates or any other Person in connection with any Proceeding or otherwise.

17. Definitions. All capitalized terms used herein but left undefined shall have the meanings set forth in the Senior Loan Agreement.

18. Further Assurances. So long as any Senior Loan Document encumbers the Property or any portion thereof, Subordinate Lender will execute, acknowledge and deliver upon demand any subordinations or other instruments, in form and substance reasonably acceptable to Senior Lender, that Senior Lender reasonably requires in order to carry out the provisions of this Agreement.

19. Successors and Assigns. This Agreement shall bind all successors and assigns of Subordinate Lender and Senior Lender and shall inure to the benefit of all successors and assigns of Senior Lender and Subordinate Lender. Nothing in this Section 19 shall derogate from the prohibition on any sale, assignment, grant of participation interests in, pledge, hypothecation or other transfer of all or any interest in the Subordinate Loan Documents to any other party pursuant to Section 4 hereof.

20. Counterpart Originals. This Agreement may be executed in counterpart originals, each of which shall constitute the same agreement. Electronically transmitted counterparts shall constitute originals for all purposes under this Agreement.

21. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO THE LAWS OF THE STATE OF WISCONSIN THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

22. CONSENT TO JURISDICTION. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN ANY FEDERAL IN THE CITY OF MILWAUKEE, WISCONSIN, AND EACH PARTY HERETO WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON-CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING AND EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

23. Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

24. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN

CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH OF THE PARTIES TO THIS AGREEMENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

25. No Third Party Beneficiaries; Modifications. The parties hereto do not intend the benefits of this Agreement to inure to any other person or entity, including Borrower, Borrower or any of their respective direct or indirect owners. No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in a writing signed by each of the parties hereto.

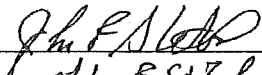
26. Authority. Each of the parties hereto hereby represent and warrant to the others as of the date hereof that (a) it has been duly authorized to enter into this Agreement, (b) this Agreement has duly executed and delivered by it, (c) all authorizations of any party or person (including, without limitation, any board approval) that is required to execute and deliver this Agreement have been obtained, and (d) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally, and general principles of equity.

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IN WITNESS WHEREOF, Senior Lender, Subordinate Lender and Borrower have executed this Subordination Agreement as of the date and year first set forth above.

SUBORDINATE LENDER:

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS, a Wisconsin
separate body politic**

By: 
Name: John F. Schell
Title: Executive Director

SENIOR LENDER:

**DEUTSCHE BANK AG, NEW YORK
BRANCH**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signatures continue on the following page]

BORROWER:

WHITNALL-SUMMIT COMPANY, LLC, a
Delaware limited liability company

By: Richard G. Carlson
Name: Richard G. Carlson
Title: Manager

**WHITNALL SUMMIT DEVELOPMENT
CORPORATION**, a Wisconsin corporation

By: Richard G. Carlson
Name: Richard G. Carlson
Title: President

6750 NORTH ACRES LLC, a
Delaware limited liability company

By: Turbinia Properties, LLC, a Wisconsin
limited liability company, its sole member

By: Richard G. Carlson
Name: Richard G. Carlson
Title: Member