

## REIMBURSEMENT AND LEASE EXTENSION AGREEMENT

WHEREAS, in November, 1986, the Village of Hanover Park (hereafter the "VILLAGE") leased to Williams Telecommunications Company and Norlight Partnership a 2400 square foot parcel of land at the Hanover Park Sewage Treatment Plant #2 all as described in the attached "LEASE AGREEMENT (hereafter the "LEASE") and

WHEREAS, the LEASE expired by its terms in 2006 with no payment of rent being tendered from 2001 to the end of the term; and

WHEREAS, MCI Communications Services, Inc. had become the successor Lessee of the LEASE and has used the leased premises without paying rent including both during the term of the LEASE and after its term had expired continuing the present; and

WHEREAS, VILLAGE and MCI Communications Services, Inc., desire to settle the back rent, establish new rent, and extend the Lease of the parcel for MCI Communications Services, Inc.'s use until December 31, 2018, the end date of the extension; now, therefore,

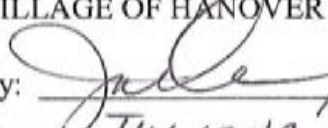
IT IS AGREED by and between the Village and MCI Communications Services, Inc., as follows:

1. MCI Communications Services, Inc., the successor lessee, shall pay to Village a lump sum, the receipt of which is acknowledged by VILLAGE, of \$62,400 representing \$2,400 for past due rent during the lease term ending in November, 2006, and \$60,000 (\$5,000 per year) for rent from December 1, 2006, through December 31, 2018.
2. VILLAGE extends the term of said the LEASE from its end date in 2006 to and until December 31, 2018, for the benefit of MCI Communications Services, Inc., provided the leased parcel shall be used only for a regenerator facility for light wave communication and shall not include the right to use the air rights of the premises beyond a height of ten feet above the existing ground elevation.

3. MCI Communications Services, Inc., as Lessee, undertakes and shall be liable for the performance and observance of the obligations and duties under the Lease and this REIMBURSEMENT AND LEASE EXTENSION AGREEMENT, except any conflict between the two agreements shall be resolved by reference to this AGREEMENT.

WHEREFORE, the parties have signed this REIMBURSEMENT AND LEASE EXTENSION AGREEMENT on this 17<sup>th</sup> day of August, 2017.

VILLAGE OF HANOVER PARK, Lessor

By: 

Name: JULIANA A. MALLER

Title: Village Manager

MCI Communications Services, Inc., Lessee

By: 

Name: L. Gisela Macelo

Title: Sr. Manager

Q-6070

LEASE AGREEMENT

Hanover Park, Illinois

THIS LEASE AGREEMENT is made and entered into as of the first day of October, 1986, by and between the following entities:

*Ignore this date. KC*

"LESSOR": Village of Hanover Park, Illinois,  
a Municipal Corporation  
2121 West Lake Street  
Hanover Park, IL 60130 KC 60103  
(312) 837-3800

"WILTEL": Williams Telecommunications Company,  
a Delaware Corporation  
P. O. Box 21348  
Tulsa, OK 74121  
(918) 588-3210

"NORLIGHT": NorLight,  
a Wisconsin general partnership  
Suite 200  
579 D'Onofrio Drive  
Madison, WI 53719  
(608) 833-8332

it being understood that the term "Lessee" refers either to NorLight or to WilTel individually, and the term "Lessees" refers to Norlight and WilTel collectively,

WITNESSETH:

1. For and in consideration of One Dollar (\$1.00) cash, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Lessor hereby GRANTS, DEMISES, LEASES AND LETS, exclusively to Lessees, the following described premises, situated in the County of DuPage, State of Illinois, to wit:

A parcel of land approximately 2,400 square feet in area located in the northeast corner of the existing Hanover Park Sewage Treatment Plant #2 facilities, further described as follows:

Beginning at a point 30.04 feet South of the Northeast corner of the Northeast Quarter (NE/4) of Section 23, Township 40 North, Range 9 East of the Third Principal Meridian; thence West 60 feet; thence South 40 feet; thence East 60 feet; thence North 40 feet to the point of beginning, ALSO DESCRIBED AS the North 40 feet of the East 60 feet of Lot 1 in Hanover Park Assessments

SCANNED

CONFIDENTIAL

42216

Plat No. 1 (being a Subdivision of part of the North-east Quarter of Section 23, Township 40 North, Range 9 East of the Third Principal Meridian, in the Village of Hanover Park, DuPage County, Illinois) as per Plat thereof recorded in Book 70, Page 141 as Document No. C-25362-AP, all in DuPage County, Illinois,

together with the right to construct, maintain, operate, and remove at any time telecommunications facilities, including necessary apparatus, together with security lights, small buildings, cables, wiring, power poles, fences, and any fixtures and appurtenances, and the right of ingress and egress necessary to the Lessees' separate operations on adjacent lands of Lessor.

*REC'D 11/15/86  
REC 11/18/86*

2. The term of this Lease shall be for a twenty (20) year period, beginning NOVEMBER 6<sup>th</sup>, 1986, the effective date hereof, and continuing from year to year after the expiration of the said twenty-year period at the option of either Lessee, upon payment of the annual rental as herein-after provided and subject to the approval of the Lessor. The payment of a rental shall be deemed to be notice of each Lessee's intention to renew each year. Upon thirty (30) day's written notice to Lessor, either Lessee may terminate his interest in this Lease Agreement at his sole right and option, in which event this Lease Agreement shall continue in full force and effect insofar as it relates to Lessor and the remaining Lessee.
3. So long as this Lease Agreement remains in effect, each Lessee agrees to pay to Lessor as an annual rental for the premises herein leased the sum of Four Hundred Dollars (\$400.00) per year, payable in advance on or before the following dates:

NorLight: the anniversary of the effective date of this lease Agreement as recited in Paragraph 2.

WilTel: April 8 of each year.

4. This Lease Agreement is contingent upon Norlight's acquiring proper zoning and building permits for its intended use of the leased premises. The effective date of this Agreement shall be inserted above and initialed by Lessor and both Lessees when NorLight's building permits are issued, or, at NorLight's option, the date proper zoning is acquired. Lessor agrees to assist NorLight in every way practical to secure proper zoning and building permits. It is understood that WilTel has already obtained all necessary zoning and building permits.

5. At such time as this Lease Agreement becomes effective, as specified in Paragraph 4 above, the existing "SITE LEASE" between Lessor and Williams Pipe Line Company, dated April 8, 1986, and covering the premises leased herein, and assigned by Williams Pipe Line Company to WilTel, shall automatically terminate.
6. NorLight agrees to pay any damages which may result to land of Lessor adjacent to the lands herein leased resulting from NorLight's use of said leased premises, and further agrees to indemnify and hold Lessor harmless against any and all liability or loss for damage or injury to persons or property arising out of the use or occupancy by NorLight of the premises herein leased or out of NorLight's maintenance or operation of its facilities thereon, except insofar as related to the negligent or intentional acts or omissions of Lessor, WilTel, or fourth parties. WilTel agrees to pay any damages which may result to land of Lessor adjacent to the lands herein leased resulting from WilTel's use of said leased premises, and further agrees to indemnify and hold Lessor harmless against any and all liability or loss for damage or injury to persons or property arising out of the use or occupancy by WilTel of the premises herein leased or out of WilTel's maintenance or operation of its facilities thereon, except insofar as related to the negligent or intentional acts or omissions of Lessor, NorLight, or fourth parties.
7. In consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each Lessee, each Lessee (the "Indemnifying Lessee") agrees to indemnify and hold harmless the other Lessee from and against any and all claims, suits, damages and liabilities arising under this Lease Agreement, including reasonable attorneys fees, relating to damage or injury to any persons or property, caused or alleged to be caused by the Indemnifying Lessee, its employees or agents. The foregoing indemnification shall not apply insofar as related to the negligence or willful misconduct of the other Lessee, nor shall it apply to loss or interruption of service to the other Lessee's customers, nor to any claims, suits, damages or liabilities arising under or in connection with the Fiber Optic Installation and Use Agreement ("Installation Agreement") or the Interconnection Network Connection and Exchange Agreement ("Interconnection Agreement"), both dated September 25, 1986 and entered into between the Lessees. The foregoing indemnification shall extend to the other Lessee's officers, directors, employees, agents, shareholders, and the officers, directors, employees and agents of any corporate shareholder of such other Lessee.

8. As a condition of this Lease Agreement, Lessees shall pay any real estate taxes that result from this Agreement; said tax payments shall be divided evenly between NorLight and WilTel. In the event that either Lessee fails to pay his share of the said real estate taxes, after written notice to such Lessee of such failure, the following shall occur:
- (a) This Lease Agreement shall terminate insofar as it relates to the Lessee in default, as of the next effective date of this Agreement.
  - (b) This Lease Agreement shall continue in full force and effect insofar as it relates to the Lessor and the Lessee not in default. The Lessee not in default shall thereafter pay all real estate taxes.
9. Upon termination of either Lessee's interest in this Lease Agreement for any reason, voluntary or involuntary, the affected Lessee shall remove all property which it has heretofore placed or shall hereafter place upon the premises (concrete foundations excepted) herein leased, and shall take away all debris occasioned by such removal, and shall leave said premises in a condition no worse than existed before said Lessee's entry hereunder. Said Lessee agrees, upon such termination, to release and cancel its interest in this Lease Agreement (if recorded) by an appropriate instrument placed in the land records of DuPage County.
10. Any notices required by this Lease to be given in writing shall be sent by postage pre-paid mail to the respective addresses set out below, unless a different address is submitted by written notice:

LESSOR: Village of Hanover Park, Illinois  
Attention: Village Manager  
2121 West Lake Street  
Hanover Park, IL 60103

WILTEL: Williams Telecommunications Company  
Attention: Director - Land and Acquisitions  
P. O. Box 21348  
Tulsa, OK 74121

NORLIGHT: NorLight  
Attention: Manager of Technical  
Administration  
Suite 200  
579 D'Onofrio Drive  
Madison, WI 53719

11. Each Lessee further agrees to provide proper maintenance and upkeep of said leased premises, including but not limited to trimming, mowing and removal of debris, in accordance with the ordinances of the Village of Hanover Park.
12. The relationship of the Lessees under this Lease Agreement shall not be construed as that of a partnership or joint venture. All of the rights and obligations of each Lessee under this Lease Agreement shall be completely separate and distinct from the rights and obligations of the other Lessee hereunder.
13. The terms, covenants and provisions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
14. This Lease Agreement sets forth the entire agreement among the parties with respect to the subject matter hereof and supercedes all previous agreements among the parties regarding such subject matter. The Lessees acknowledge that they have previously entered into two additional agreements, the Installation Agreement and the Interconnection Agreement, which the parties agree are not affected or modified by this Lease Agreement. In the event a dispute or disagreement between the Lessees or a claim by one Lessee against the other is covered by, arises under or comes within the terms of either the Installation Agreement or the Interconnection Agreement, such dispute, disagreement or claim shall be governed by the terms of the Installation Agreement or Interconnection Agreement, as appropriate, rather than the terms of this Lease Agreement, with such being the case even though the provisions of the Lease Agreement could also apply to the dispute, disagreement or claim. The Lessees further agree that any breach of their obligations under this Lease Agreement shall not constitute a default under the provisions of either the Installation Agreement or the Interconnection Agreement, unless such breach is specifically made a default under the provisions of the Installation Agreement or the Interconnection Agreement.

EXECUTED the 6<sup>th</sup> day of November, 1986, but EFFECTIVE  
the day and year ~~first above written.~~  
*as stated in the instrument, par. 2.*  
*HC*

ATTEST:

VILLAGE OF HANOVER PARK,  
ILLNOIS



By: *Sherry L. Craig*  
Printed Name: SHERRY L. CRAIG  
Village Clerk

By: *Sonya A. Crawshaw*  
Printed Name: SONYA A. CRAWSHAW  
Its Village President



By: *G. V. Shaw*  
G. V. Shaw

WILLIAMS TELECOMMUNICATIONS  
COMPANY

By: *R. A. Wilkens*  
R. A. Wilkens *HC*

Its Assistant Secretary

Its President

(Seal)

ATTEST:

NORLIGHT, a Wisconsin general  
partnership

By: *Richard C. Turney*  
Printed Name: RICHARD C. TURNEY  
Its \_\_\_\_\_ *7CR*

By: *James C. Rice*  
Printed Name: JAMES C. RICE  
Its President *900*

(Seal) Senior Vice President  
Engineering and Operations



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of NOVEMBER, 1986, by Sonya A. Cranshaw, the Village President of the Village of Hanover Park, Illinois, a municipal corporation, on behalf of the corporation.



Margaret S. Blaney  
Printed Name: MARGARET S. BLANEY  
Notary Public

My commission expires:  
December 6, 1986

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 1986, by R. A. Wilkens, the President of Williams Telecommunications Company, a Delaware corporation, on behalf of said corporation.



Kenneth L. Clagett  
Printed Name: Kenneth L. Clagett  
Notary Public

My commission expires:  
July 5, 1988

Authentication

Signatures of James C. Rice <sup>RCR</sup> and Richard C. Furnival <sup>RCF</sup> authenticated this 18<sup>th</sup> day of November, 1986. RCF

Steven V. Ponto  
Steven V. Ponto  
Member, State Bar at Wisconsin



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of NOVEMBER, 1986, by Sonya A. Cranshaw, the Village President of the Village of Hanover Park, Illinois, a municipal corporation, on behalf of the corporation.



Margaret D. Blaney  
Printed Name: MARGARET D. BLANEY  
Notary Public

My commission expires:

December 6, 1986

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 1986, by R. A. Wilkens, the President of Williams Telecommunications Company, a Delaware corporation, on behalf of said corporation.



Kenneth L. Clagett  
Printed Name: Kenneth L. Clagett  
Notary Public

My commission expires:

July 5, 1988

Authentication

Signatures of James C. Rice <sup>qr</sup> and Richard C. Furnival <sup>rof</sup> authenticated this 18<sup>th</sup> day of November, 1986. ☞

Steven V. Ponto  
Steven V. Ponto  
Member, State Bar of Wisconsin

RIDER TO THE REGENERATOR SITE LEASE  
DATED OCTOBER 1, 1986 BETWEEN THE  
VILLAGE OF HANOVER PARK, LESSOR, AND  
WILLIAMS TELECOMMUNICATIONS COMPANY  
AND NORLIGHT, LESSEES

13. Norlight agrees that as a condition of this lease that it shall install asphalt pavement in accordance with Lessor's standards continuing adjacent to the south property line and extending 10 feet beyond the western property line to extend the existing driveway.

14. Norlight agrees to install an evergreen screen adjacent and inside the northerly property line and adjacent and outside the easterly property line as shown on the plat of survey dated September 27, 1986 by Suburban Surveying Service, Ltd., for Norlight. The plants in the landscape screen shall be approved by the Lessor and shall not be less and 4 feet in height when planted.

LESSOR  
VILLAGE OF HANOVER PARK



ATTEST:  
BY [Signature]  
Village Clerk

BY [Signature]  
Village President

LESSEE  
NORLIGHT, a Wisconsin  
general partnership

ATTEST:

BY [Signature]

BY [Signature] [Signature]



RESOLUTION NO. A-86-49

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH  
WILLIAMS TELECOMMUNICATIONS COMPANY AND NORLIGHT

BE IT RESOLVED BY the President and Board of Trustees of the Village of Hanover Park, Illinois, that Sonya A. Crawshaw, Village President, and Sherry L. Craig, Village Clerk, be and are hereby authorized and directed to execute for and on behalf of the Village of Hanover Park, with Williams Telecommunications Company, a Delaware Corporation, and Norlight, a Wisconsin general partnership, a regenerator site lease and rider for a portion of Sewer Treatment Plant No. 2, a copy of which is attached hereto and made a part hereof by reference.

VOTES: AYES 6  
NAYS 0  
ABSENT 0

APPROVED: *Sonya A. Crawshaw*  
Village President

ATTEST: *Sherry L. Craig*  
Village Clerk

Passed this 6<sup>th</sup> day of November, 1986.  
Approved this 6<sup>th</sup> day of November, 1986.

G-6070

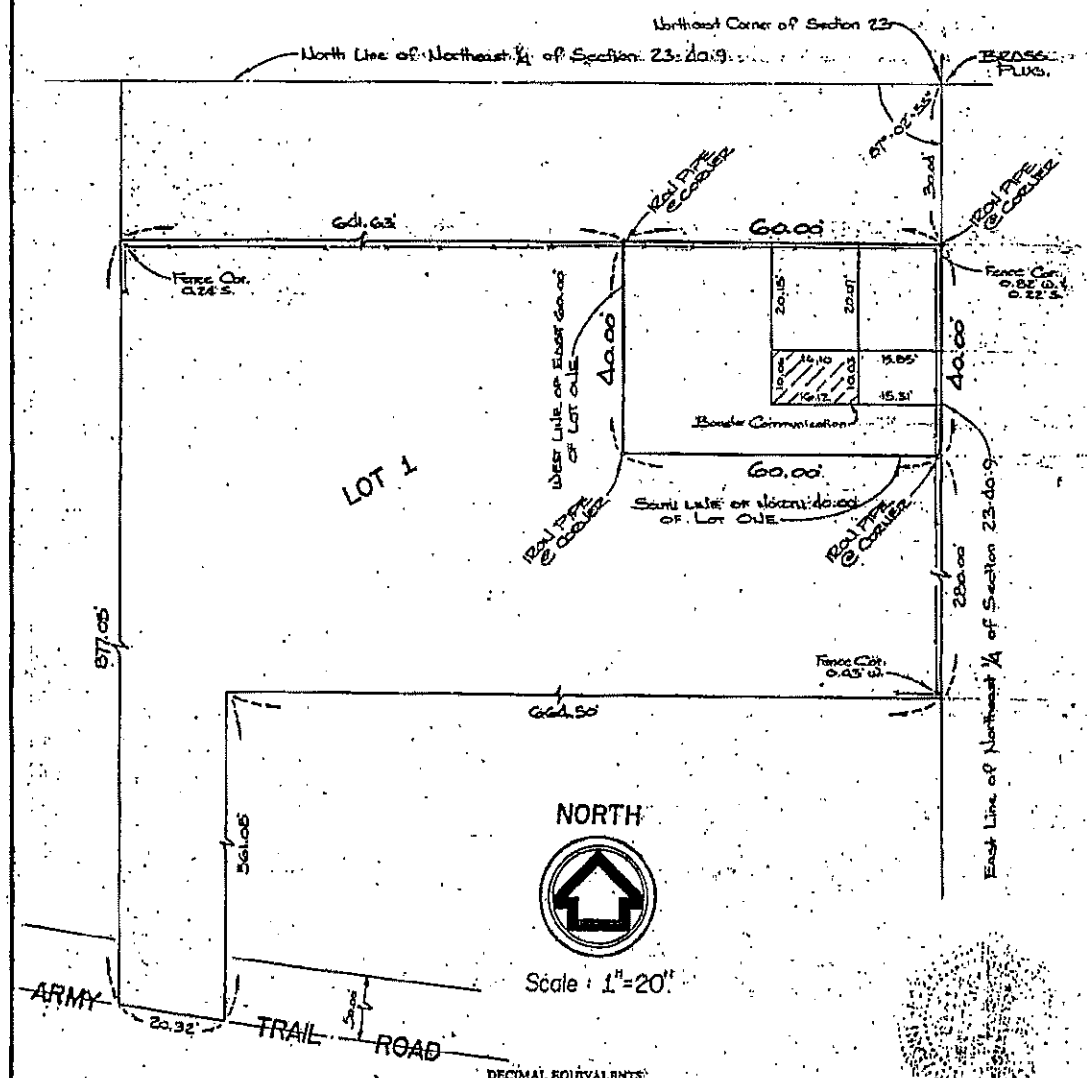
OFFICE  
 17204 THORNWOOD DR.  
 SOUTH HOLLAND, ILLINOIS 60473  
 SURVEYING.  
 of  
 URBAN AND RURAL PROPERTY  
 SUBDIVISIONS - TOPOGRAPHY  
 RIGHT-OF-WAY - MORTGAGE  
 LAND TITLES - CONDOMINIUM

# Plat of Survey

PHONE  
 312/331-6262 339-6882

By  
 Suburban Surveying Service Inc.  
 REGISTERED ILLINOIS LAND SURVEYORS

The North 40.00 feet (as measured on the East line) of the East 60.00 feet (as measured on the North line) of Lot 1 in Hanover Park Assessments Plat No. 1, (being a Subdivision of part of the Northeast 1/4 of Section 23, Township 46 North, Range 9, East of the Third Principal Meridian, in the Village of Hanover Park, Du Page County, Illinois) as per Plat thereof recorded in Book 70, page 141 as Document No. C-25362. AP; all in Du Page County, Illinois.



Scale: 1" = 20'

ARMY TRAIL ROAD

DECIMAL EQUIVALENTS

1/8" = 0.01	1" = 0.08	8" = 0.67
1/4" = 0.02	2" = 0.17	9" = 0.75
3/8" = 0.03	3" = 0.25	10" = 0.83
1/2" = 0.04	4" = 0.33	11" = 0.92
5/8" = 0.05	5" = 0.42	12" = 1.00
3/4" = 0.06	6" = 0.50	
7/8" = 0.07	7" = 0.58	

For: Mc Donough Associates Inc.  
 Scale: 1" = 30 feet  
 Order No. 86-5-48  
 Returned to locate buildings.

I, GIOVANNI POSTACCHINI, DO HEREBY STATE that I have surveyed the property described in the caption to the herein drawn plat and that said plat is a correct representation of said survey.

Date: \_\_\_\_\_  
 Ordered by: \_\_\_\_\_

Compare all points before building and report any difference at once. For building lines, easements and other restrictions not shown hereon refer to your deed, contract, title policy, zoning ordinance, etc.

Date: May 12th, 1986  
 Signature: Giovanni Postacchini  
 Certificate No. 2020

CONSENT

The undersigned, Williams Telecommunications Co., a Delaware corporation (the "Consenting Party"), hereby acknowledges notice of and consents to all of the terms of the Assignment dated as of October 30, 1987 (the "Assignment"), from NORLIGHT, a Wisconsin general partnership (the "Assignor"), to M&I MARSHALL & ILSLEY BANK (the "Assignee") of all right, title and interest of the Assignor in, to and under the Lease Agreement dated October 1, 1986 between the Consenting Party and the Assignor regarding the premises in the Village of Hanover Park, DuPage County, Illinois (the "Assigned Contract"), a copy of which Assignment is attached hereto. The Consenting Party hereby confirms to and agrees with the Assignee that, anything in the Assigned Contract to the contrary notwithstanding:

(a) All representations, warranties and agreements of the Consenting Party contained in the Assigned Contract shall inure to the benefit of the Assignee to the same extent as if the Assignee were originally a party thereto.

(b) The Assignor shall remain liable for the performance and observance of its obligations and duties under the Assigned Contract, and the Assignment shall not give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Consenting Party except that, insofar as the Assignee exercises any of its rights under the Assigned Contract or makes any claims with respect to any payments, deliveries or other obligations under the Assigned Contract, the terms and conditions of the Assigned Contract applicable to such exercise of rights or such claims shall apply to, and be binding upon, the Assignee to the same extent as the Assignor. Except as expressly stated herein, the Assignment and any subsequent transfer pursuant to paragraph (c) of this Consent shall not impair, limit or diminish the Consenting Party's rights under the Assigned Contract.

(c) Upon any transfer of the rights of the Assignee under the Assigned Contract pursuant to the exercise of the remedies of the Assignee under the Assignment, (i) the transferee shall succeed to all right, title and interest of the Assignor and the Assignee under the Assigned Contract and shall be obligated to perform all terms and conditions of the Assigned Contract, and (ii) the Assignee shall have no further liabilities, duties or obligations (except such liabilities, duties or obligations that may have arisen prior to the date of such transfer pursuant to and as limited by paragraph (b) of this Consent) to the Consenting Party under the Assignment or the Assigned Contract.



(d) The Consenting Party will not, without the prior written consent of the Assignee, (i) enter into, or consent to, any material amendment, supplement or modification of, or waiver with respect to any of the provisions of, the Assigned Contract, or (ii) terminate, cancel or suspend, or consent or agree to take any action causing the termination, cancellation or suspension of, the Assigned Contract (except in accordance with the terms thereof, unless the Consenting Party has otherwise agreed in writing with the Assignee).

(e) Upon receipt of a written request from the Assignee, the Consenting Party will thereafter pay all moneys due and to become due to the Assignor under the Assigned Contract directly to the Assignee at such address as the Assignee shall specify in such request.

(f) The Consenting Party shall furnish to the Assignee at 770 North Water Street, Milwaukee, Wisconsin 53202 (addressed to the Attention of William J. Shenkenberg), concurrently with the delivery thereof to the Assignor, copies of all notices delivered by the Consenting Party under the Assigned Contract.

The Consenting Party hereby represents and warrants that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the state of its organization, and (ii) the Assigned Contract is in full force and effect on the date hereof.

This Consent shall be binding upon the successors and assigns of the Consenting Party and shall inure to the benefit of the Assignee and its successors and assigns.

Nothing in this Consent shall be construed as an endorsement by the Consenting Party of any representations of the Assignor contained in the Assignment.

IN WITNESS WHEREOF, the Consenting Party has caused this Consent to be duly executed and delivered as of the 30th day of March, 1988.

WILLIAMS TELECOMMUNICATIONS CO. (WTC-WEST)

By Harry S. Dandellie

Title: VICE PRESIDENT - FINANCE

CFS/335/63027198

G-6070

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that NORLIGHT, a Wisconsin general partnership (the "Company"), for valuable consideration, receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred, conveyed and set over and does hereby sell, assign, transfer, convey and set over unto M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation ("M&I"), its successors and assigns, all the right, title and interest of the Company in, to and under, and does hereby grant to M&I a first priority security interest in, the following agreement (hereinafter called the "Assigned Contract"):

Lease Agreement between the Company and Village of Hanover Park, Ill. and Williams Telecommunications Co., dated as of October 1, 1986.

including without limitation (i) all rights of the Company to receive monies due and to become due under or pursuant to the Assigned Contract, (ii) all rights of the Company to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Contract, (iii) all claims of the Company for damages arising out of or for breach of or default under the Assigned Contract and (iv) the right of the Company to give any consent or waiver with respect to the Assigned Contracts, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder.

This Assignment is made as collateral security for all Obligations of the Company as defined in the Security Agreement dated as of October 30, 1987 between the Company and M&I (herein, as the same may be amended, supplemented or otherwise modified from time to time, called the "Company Security Agreement"), and is subject to the terms and conditions of the Company Security Agreement. All the right, title and interest of the Company in, to and under the Assigned Contract shall from the date hereof constitute part of the Collateral (as defined in the Company Security Agreement) for all purposes of the Company Security Agreement.

The Company hereby irrevocably authorizes and directs the other party to the Assigned Contract, upon receipt by it of a written request from M&I, to pay all moneys due and to become due under or by reason of the Assigned Contract directly to M&I at such address as M&I shall specify in such request.

Neither this Assignment, nor the receipt by M&I of any payments pursuant hereto, shall cause M&I to be under any obligation to the Company or to the other party to the Assigned Contract for the performance or observance of any of the representations, warranties, terms or conditions of the Assigned Contract unless

and until M&I, by an instrument in writing delivered to the Company or to such other party, as the case may be, agrees to be bound thereby. If the Company fails to perform any agreement or covenant contained herein or in the Assigned Contract, M&I shall have the right, but shall not be obligated, to itself perform, or cause performance of, such agreement or covenant, and the expenses of M&I incurred in connection therewith shall be payable by the Company to M&I as provided in the Company Security Agreement.

Notwithstanding this Assignment, the Company shall be and remain obligated to the other party to the Assigned Contract to perform all of the Company's obligations and agreement thereunder, and such other party shall be and remain obligated to the Company to perform all of such other party's obligations and agreements under the Assigned Contract.

The Company does hereby irrevocably constitute and appoint M&I its true and lawful attorney-in-fact with full and irrevocable power and authority in the place and stead of the Company and in the name of the Company or in the name of M&I, for the purpose of carrying out the terms of this Assignment and the Company Security Agreement, to take any and all action and to execute any and all instruments which may be necessary to accomplish the purposes of this Assignment. Nothing in this paragraph shall be deemed to permit M&I to enter into any amendment of or to terminate or release, the Assigned Contract without the Company's consent unless an Event of Default (as defined in the Company Security Agreement) has occurred and is continuing and M&I has commenced the exercise of its rights and remedies hereunder.

The Company hereby represents and warrants that (i) it has not heretofore assigned or otherwise disposed of or encumbered any right, title or interest of the Company in, to or under the Assigned Contract or any moneys due or to become due to the Company under or by reason thereof except for Permitted Liens as defined in the Company Security Agreement, (ii) it has the right and power to transfer, subject to any such Permitted Liens, to M&I absolute title to the Company's right, title and interest in, to and under the Assigned Contract and in and to all the moneys due and to become due to the Company under the Assigned Contract; and (iii) it has duly performed and complied with all agreements and conditions contained in the Assigned Contract required to be performed or complied with by it prior to the date hereof.

This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

IN WITNESS WHEREOF, NorLight has caused this Assignment to be  
duly executed and delivered as of the 30th day of October, 1987.

NORLIGHT

By *Gary Henshue*  
Gary Henshue, President

Attest: *Michael J. [unclear], Treasurer*

BKG/446/63027083