

SCS ENGINEERS

January 7, 2013
File No. 25212159

Ms. Cathy Burrow, Dry Cleaning Fund Manager
Bureau of Community Financial Assistance – CF/2
Wisconsin Department of Natural Resources
101 S. Webster Street, Box 7921
Madison, WI 53707-7921

Subject: Additional Information for Former Queens Way Cleaners, aka Speedy Lube
117 E. Capital Drive, Milwaukee, Wisconsin
BRRTS #02-41-182420

Dear Ms. Burrow:

The following information is being submitted by SCS Engineers (SCS) on behalf of the Hunn Family Trust in response to the letter (**Attachment A**), dated February 14, 2003, from the Wisconsin Department of Natural Resources (WDNR), requesting additional documentation regarding Gerald W. Hunn as operator of the facility, and the closure of the facility in 1986. The information being submitted was obtained from the files of Mudroch & Dodulik, S.C., trustee for the Hunn Family Trust.

Facility Operator

The correspondence (**Attachment B**) dated June 21, 1983, from Edwin J. Bach, Attorney at Law, states that Gerald W. Hunn was the manager and a partner in the partnership doing business as Auto Coin Laundry. The letter further states that Gerald W. Hunn was interested in taking over the business from the other partners who were all members of his family. The correspondence (**Attachment B**) dated November 21, 1984, from Howard E. Halaska, Attorney at Law, states that Gerald W. Hunn paid debts to suppliers to the cleaning business, which was owned and operated by Therese A. Hunn, the wife of Gerald W. Hunn. The Quit Claim Deed (**Attachment B**), dated October 21, 1983, lists Gerald W. Hunn as co-partner in a partnership doing business as Auto Coin Laundry.

Facility Closure

Information from the files of Mudroch & Dodulik, S.C., trustee for the Hunn Family Trust did not indicate the exact date of closure of the dry cleaning business. However there is documentation that the dry cleaning business was no longer in operation prior to 1994. A lease made July 1, 1994 (**Attachment C**), indicates that at that time, the site was being operated by the lessor as an automobile oil change and service facility doing business as Tech Lube, Ltd. The lessee, Speedy Lube, continued operation of the site as a quick oil change and automobile service facility.

Rec'd WDNR/SER
01/08/13

ACTION : 99
COMMENT : DERF
ELIGIBILITY INFO'
REC'D

NOTE: Proj. MAN.
change to ~~N. RYAN~~
NNAT



Conclusions

These documents indicate that Gerald W. Hunn was the operator of the dry cleaning business located at 117 E. Capital Drive, Milwaukee, Wisconsin, meets the definition of "Operator" in s. 292.65(1)(h) Stats., as "A person who operated a dry cleaning facility that ceased operating before October 14, 1997," and is thereby eligible to apply for reimbursements under chapter NR 169, Wisconsin Administrative Code.

Please contact me at 608.216.7331 or bsocha@scsengineers.com, if you have any questions or comments. Thank you.

Sincerely,



Betty J. Socha, PhD, PG
Senior Project Manager
SCS ENGINEERS

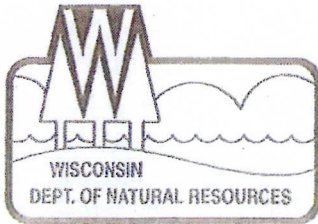
BJS/TLC

cc: Pam Mylotta, WDNR, Milwaukee
Lou Dodulik, Attorney, Mudroch & Dodulik, S.C., 945 Elm Grove Road, Elm Grove,
Wisconsin 53122
Don Gagas, DFG Environmental, Inc.

Attachment A – WDNR Letter dated February 14, 2003
Attachment B – Correspondence Indicating Gerald W. Hunn as Operator
Attachment C – Documents Indicating the Dry Cleaners Ceased Operation Prior to October 14,
1997

ATTACHMENT A

WDNR Letter Dated February 14, 2003



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY 608-267-6897

February 14, 2003

Mr. Gerald W. Hunn
W180 N8695 Town Hall Road
Menomonee Falls, WI 53051

FILE COPY

Subject: Potential Claim Notification for Queens Way Cleaners (former)
at 117 E. Capitol Drive in Milwaukee

Dear Mr. Hunn:

The purpose of this letter is to acknowledge the receipt of your potential claim notification for the Dry Cleaners Environmental Response Program. As required by State Statute 292.65(4)(d), I am advising you that, based on the preliminary information you provided on the notification form, I estimate that you are eligible to apply to the program for reimbursement of your cleanup costs. I will be needing documentation of two items from your potential claim form at the time you send in the request for reimbursement or sooner. **First item that I need some form of documentation that Gerald Hunn was the operator of the facility. The second item I need documentation for is the closure date in 1986. I will need documentation, like supply checks signed by Gerald that would show that he was the operator or copy of the invoice and canceled check to move out the equipment for documentation of closure.** The final decision will be made based on the documentation you provide with your payment reimbursement request or sooner.

Complete information and details of the dry-cleaning program are available on-line at <http://www.dnr.state.wi.us/org/aw/r/financial/dryclean.html>. If you do not have access to the internet then please call me (608)-266-1967 and I will send you a paper copy of what's available on-line. Also at this time there are funds available for average requests.

Please keep in close contact with your DNR Project Manager, Pam Mylotta at 414-263-8758, throughout the entire clean up process.

Sincerely,

Jeffrey Soellner
Dry Cleaning Fund Manager
Bureau of Community Financial Assistance

cc

Pam Mylotta - DNR - Milwaukee

John Mudroch - Mudroch, Halaska, Doulik & Smith, S.C., P. O. Box 5246, Elm Grove, WI 53212-5246

ATTACHMENT B

Correspondence Indicating Gerald W. Hunn as Operator

EDWIN J. BACH

ATTORNEY AT LAW

127 EAST MAIN STREET

P.O. BOX 427

PORT WASHINGTON, WISCONSIN 53074

414-284-5803

MILWAUKEE METRO 342-7799

June 21, 1983

Mrs. Wanita Mae Hunn
Arrow Engineering Service Inc.
3873 N. Palmer Street
Milwaukee, WI. 53212

Mr. Gerald W. Hunn
Auto Coin
117 E. Capitol Drive
Milwaukee, WI. 53212

Mr. John N. Hunn
51H Ash Lane
Lake Arrowhead
Stafford, VA. 22554

Ms. Linda S. Hunn
Route 5
South 5th
Pocatello, ID. 83204

Mr. Richard L. Hunn
Build-All Corporation
N59 W14508 Bobolink Ave.
Menomonee Falls, WI. 53051

Mr. William J. Hunn
Arrow Engineering Service Inc.
3873 N. Palmer Street
Milwaukee, WI. 53212

Mr. Thomas M. Hunn
1451 E. Saginaw Way
Manchester Apts. Apt. B
Fresno, CA. 93726

Re: Auto Coin Dissolution

Dear Folks:

Enclosed you will find an offer to purchase for the Auto Coin real estate at 117 E. Capitol Drive, Milwaukee. It has been proposed as a solution to a family problem.

The Auto coin partnership has always been a rather casual affair. Gerry has become the manager of the business more or less by default. He has never made an accounting to the other partners. All in all, the business produced a very substantial number of irritations to the partners on the scene in Milwaukee, particularly Wanita M. Hunn. The basic decision has been made locally to terminate the partnership. This means that what assets that can be sold will be sold and a distribution made of what is left. However, Gerald W. Hunn has stated that he is quite interested in taking over the business. Until the presentation of the offer

to purchase enclosed, he has made no discernable effort to do so. This is despite the fact that he has been advised on several occasions of family plans to sell the building.

The enclosed offer is void simply from passage of time. There is no proper way that an offer of this nature can be accepted without the informed consent of all of the partners. It takes time to develop this type of transaction. No matter how hard you try, you cannot hatch eggs in less than three weeks. So while the enclosed offer is void, it may be used as a point of departure for working out the final deal.

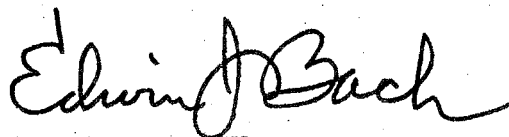
I offer the following comments on the enclosed offer.

1. The price is right. The terms are not. The enclosed balance sheet indicates that the partners may expect considerably less than \$5,000.00 each on distribution.
2. The expenses of sale will exceed \$1,000.00. The expense of a title policy and accrued taxes will exceed that.
3. On balance, the offer calls for a simple "Rats and All" deal.
4. Wanita M. Hunn is agreeable to the contingencies set out at line 20.

Please review the offer and other enclosures. After you have done so, please fill out, sign and return the enclosed authorization. Hopefully, the family can then get on with it.

If you have any questions, please let me know.

Very truly yours,



EDWIN J. BACH

EJB:blb

Encs.

cc: Attorney Howard Halaska

Law Offices of

HOWARD E. HALASKA *of Associates*

Court Commissioner

Professional Building, 1050 Legion Drive (P. O. Box F) • Elm Grove, Wisconsin 53122 • Phone: (414) 782-5700

November 21, 1984

Mr. Steve Koritzinsky
Wisconsin Department of Revenue
819 N. 6th St., Room 408
Milwaukee, WI 53203

Re: Mrs. Wanita Hunn/Gerald William Hunn

Dear Mr. Koritzinsky:

In response to our recent telephone conversation, concerning the attached letter, I am enclosing herewith copies of the Deeds executed by the partners of Auto Coin Laundry to Therese A. Hunn, together with State Transfer Fee Returns showing a selling price of \$58,000.00, and a State Transfer Fee paid of \$174.00.

I further verify by this letter that to my knowledge, and from the information given to me from my clients, there have been no known gifts made whatsoever between Wanita Hunn and her son, Gerald William Hunn. Of course, we are not privy to the tax returns of either Auto Coin Laundry or Wanita Hunn. Mr. Gerald William Hunn was one of the partners in the partnership, but there have been no partnership assets distributed to him to date. You specifically inquired about a check in the amount of approximately \$1700.00; Mr. Hunn claims he never received such a distribution from the partnership. Instead, Mr. Gerald Hunn has absorbed some of the partnership debts in order to maintain workable relationships with necessary suppliers to the cleaning business now known and operated by Therese A. Hunn, wife of Gerald William Hunn.

We trust this information is of use to you and we will be happy to cooperate with you in any manner necessary.

Sincerely yours,

Howard E. Halaska
H.H./jar
enclosures
Gerald William Hunn

Judith Rampetsreiter - Secretary

5665467

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT -810 AM

OCT 28 1983
REEL 1581 IMAGE 84

Howard E. Halaska
REGISTER OF DEEDS

HOWARD E. HALASKA

RETURN TO
Attorney at Law
Professional Bldg.
1060 Legion Bldg
Eln Grove, Wis. 63122

Gerald W. Hunn co-partner in a partnership d/b/a
Auto Coin Laundry

quit-claims to THERESE A. Hunn

the following described real estate in Milwaukee County,
State of Wisconsin:

Tax Parcel No: 273-0224-6

Lots Five (5), Six (6) and Seven (7) and the Westerly Forty-three and Zero Hundredths (43.00) feet of Lots Three (3) and Four (4), also the Westerly Forty-three and Zero Hundredths (43.00) feet of the South Two and Zero Hundredths (2.00) feet of Lot Two (2) all in Block Six (6) in ISLAND AVENUE LAND COMPANY'S SUBDIVISION NO. 1, being a Subdivision of a part of the North East One-quarter (1/4) of Section Eight (8), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

TRANSFER
\$ paid on Dec # 5665467
FEE

This is not homestead property.
(is) (is not)

Dated this 21st day of October, 19 83

(SEAL) Gerald W. Hunn (SEAL)

• GERALD W. HUNN

(SEAL) _____ (SEAL)

AUTHENTICATION

Signature (s) Gerald W. Hunn

ACKNOWLEDGMENT

STATE OF WISCONSIN

County } SS.

ATTACHMENT C

**Documents Indicating the Dry Cleaners Ceased
Operation Prior to October 14, 1997**

COPY

ORIGINAL

4/17/94

LEASE

This agreement, made July 1, 1994, between James B. and Julie A. Hugg, dba Tech Lube Ltd., hereinafter "Lessor" and Speedy Lube, a Wisconsin Partnership, hereinafter "Lessee".

WITNESSETH:

1. Lessor hereby leases to Lessee the premises located at 117 East Capitol Drive in the City of Milwaukee, in the County of Milwaukee, in the State of Wisconsin, which is specifically described in the attached "Plat of Survey" (Exhibit "A"). Premises to be employed in connection with the sale and distribution of motor oils under the signs, brands, trademarks or trade names of Speedy Lube.

2. The term of this Lease shall be two (2) years, commencing on July 1, 1994, and ending on June 30, 1996 unless renewed/extended under paragraph 23 of this Lease.

3a. The total base rent for the term of this Lease is \$38,400.00, payable as follows:

July 1, 1994 to June 30, 1996 at \$1,600.00 per month

All rents are due on the 1st day of each and every calendar month during the effective life of this Lease. Rent payments received after the 5th business day of the month shall include a \$10.00 per day (for each day after the 5th business day) late payment penalty.

3b. The demised premises will be operated as a quick lube (fast oil change) for which Lessee will pay an "Additional Rent" of two percent (2%) of the total net sales (gross sales excluding taxes, refunds, discounts and coupons). This "Additional Rent" will commence with sales made after January 1, 1995 and will cease with sales made after December 31, 2000.

3c. Unless otherwise agreed in writing, "Additional Rent" shall be due and payable monthly on the 15th calendar day. Aforesaid "Additional Rent" shall be based on the preceding months net sales.

4. Lessee is an independent business with the exclusive right to direct and control the business operation at the above named premises, including the establishment of the prices at which products and merchandise are sold. Lessor reserves no control over the business at the above premises.

Lessee has no authority to employ anyone as an employee or agent of Lessor for any purpose.

5. The parties to this Lease have discussed the provisions herein and find them fair and mutually satisfactory and further agree that in all respects the provisions are reasonable and of material significance to the relationship of the parties hereunder.

6. Lessee shall surrender possession of the premises immediately upon termination, cancellation, or nonrenewal of this Lease. Lessor shall have the right to repossess the premises immediately upon termination, cancellation or nonrenewal of this Lease. Lessee shall occupy premises only on a month to month basis after nonrenewal of this Lease.

Lessee shall leave the premises in the same condition as it was at the commencement of this Lease or in the same condition to which it was brought by the efforts of Lessor after the commencement of this Lease, except for (I) normal wear and tear and (II) damage or destruction not caused by Lessee's negligent or willful acts or omissions.

If damage to or destruction of the premises (including fixtures) was caused by the negligent or willful acts or omissions of Lessee, Lessee's agent, assigns, employees, or contractors engaged by Lessee then Lessee will pay Lessor the cost of repair or replacement.

7. Lessor retains the right to enter and inspect the premises at reasonable times and in a reasonable manner with such employees and equipment as Lessor may deem necessary to determine if the obligations assumed by Lessee under this Lease are being fulfilled. Lessor shall have the right to pursue the Lessee's tenant for violations of this Lease without waiving any rights to pursue Lessee.

8. **INSPECTION:** By July 10, 1994, Lessee shall provide to Lessor a complete listing of any faulty or non-functioning equipment or material defects in/on the premises. Lessor and Lessee shall agree to said listing by July 10, 1994. Lessor shall have the option to:

- A) contract for and pay for noted discrepancies, or
- B) authorize Lessee to have repairs made with the cost of said repairs being deducted from the monthly base rent.

The purpose of this paragraph is to assure Lessor and Lessee that all equipment, fixtures and the general material condition of the premises are in good working order and in satisfactory condition to Lessor and Lessee.

Any and all material repairs/replacements will be completed by August 31, 1984.

9. Lessor shall not be liable to Lessee or to any other person for any damage to or loss of property, or for injury to, or death of persons arising from Lessee's operation pursuant to this Lease, and Lessee agrees to indemnify, protect and save Lessor harmless from and against any and all losses, claims, liabilities, suits and actions, judgments and costs, which shall arise from or grow out of any injury to or death of person(s) and for damage to or loss of property, directly or indirectly arising out of, or resulting from, or in any way connected with Lessee's operation upon or use of the premises or from the condition thereof or of the adjoining streets, sidewalks or ways, whether sustained by Lessee or his agents or employees, or any other person, firm or corporation which may seek to hold Lessor liable.
10. Any notice required by this Lease shall be in writing. It shall be deemed served when delivered to the other party personally or when mailed via certified mail to the other party at the address indicated at the end of this Lease.
11. The parties may modify this Lease only by written amendment executed by both parties hereto.
12. If any payment required to be made by Lessor such as for notes, mortgages, land contracts, taxes, special assessments or for goods sold to Lessee, is not paid when same becomes due and payable, then Lessee may elect to make such payment and deduct the amount thereof, together with interest thereon at eight percent (8%) from the date of payment, from the next installment or installments of rents due hereunder until Lessee is fully reimbursed for such payment(s).
13. Lessee may sublet or assign their leasehold interests with the understanding that Lessee shall remain primarily responsible to Lessor for all terms and conditions of this Lease.
14. Lessee shall:
- (a) operate the premises responsibly, with due care, prudence, good judgment, and skill;
 - (b) treat all customers of the premises courteously;
 - (c) not engage in dishonest, fraudulent, or scare-selling practices;
 - (d) promote diligently the sale of oil changes by the premises;
 - (e) perform all services in a good, workmanlike manner;

- (f) maintain the restrooms in a clean, sanitary, and well lighted condition and adequately provided with necessary supplies;
- (g) provide sufficient trained and courteous personnel to serve the needs and desires of the customers;
- (h) keep the premises, driveways, yards, lawns, shrubs and other plantings neat and free from weeds, debris, snow, ice, and rubbish; and
- (i) strictly comply with all local, city, state and federal agency requirements.

15. Lessee shall:

- (a) use the premises solely for the purpose of operating a first-class quick oil change business unless otherwise agreed in writing by Lessor and Lessee.
- (b) not use the premises for storage of junk, disabled vehicles, used tires or batteries or any environmentally hazardous waste, other than on a temporary basis in connection with servicing customers;
- (c) not obstruct any entrance, exit, or service area so as to deny free access to the motoring public or block delivery carriers access to premises;
- (d) If the construction, maintenance and/or operation of the premises is pursuant to a conditional use permit or other approval ("permit") by a zoning board or other governmental agency, use the premises in accordance with all requirements contained in such permit. If the premises is subject to such a permit, a copy will be delivered to Lessee and Lessee agrees to acknowledge receipt of the copy on a form provided by Lessor;
- (e) conduct all operations lawfully and in strict compliance with all statutes and all ordinances, regulations, and other requirements of governmental authorities;
- (f) except as required by law or as agreed to in writing by Lessor and Lessee, not display signs except those usual and customary to advertise products and services offered for sale at the premises by Lessee;
- (g) not place any buildings or other permanent improvements at the premises, or remove or make any alterations or changes in or to the existing buildings and permanent improvements at the premises without prior written permission of Lessor;

16. (a) Lessee shall, at his expense:

- (i) maintain the premises in accordance with the standards enumerated in Paragraphs 14 and 15;

- (ii) make all repairs and replacements in accordance with Attachment "A";
- (iii) pay all water, gas, electricity, telephone and other utility bills;
- (iv) pay all premiums and contributions required by Workmen's Compensation Unemployment Insurance, old age benefits and other programs measured by the remuneration paid by Lessee to his employees;
- (v) pay all license, occupation and business fees connected with Lessee's operation of the premises; and
- (vi) pay all costs of withdrawing, distributing, monitoring and selling products at the premises.

If Lessee fails to fulfill the obligations set forth in (i), (ii), (iii), or (iv) above, Lessor may, in cases of urgency, without waiving any other remedy allowable under law, take care of such maintenance, make such repairs and replacements, or otherwise perform such obligations. Lessee shall reimburse Lessor upon demand if it is necessary for Lessor to fulfill Lessee's obligations in (i), (ii), (iii), or (iv) above.

(b) Lessee shall be responsible for all maintenance, repairs and replacements not specifically covered above or in Attachment "A".

X
17. Lessor shall pay all real estate taxes, personal property taxes and any present and future assessments levied or imposed on premises. Lessee will pay to Lessor each year the amount that the current year real estate taxes exceed the actual 1993 real estate taxes. This base amount is established as \$ 6310.42. The amount of this excess tax will be invoiced to Lessee by Lessor and said excess tax will be due upon receipt of said tax invoice. This excess will be prorated for the first year of this Lease due to the term being less than a full year. Lessee shall be responsible for personal property taxes levied on personal property owned by Lessee.

18. LESSEE'S INSURANCE REQUIREMENTS. Lessee shall maintain, with a reputable insurance company at its sole cost and expense, during the term of this lease, or any renewal or extension thereof, Comprehensive General Liability Insurance, including bodily injury, property damage, and personal injury, growing out of the use of or occurring on or about the premises, with liability limits of \$1,000,000.00 for any one claim or occurrence, and \$1,000,000.00 for each policy year aggregate (by primary or primary and excess policies). Lessee agrees to insure portion "A" on attached Exhibit "A" for \$95,000.00 replacement cost and Lessor agrees to insure portion "B" on attached Exhibit "A" for \$55,000.00 replacement cost or some other mutually agreed upon value. Lessor shall be named as additional insured

and loss payee on Comprehensive General Liability policies, and shall be provided with a certificate of insurance showing said coverage to be in effect, and that coverage will not be cancelled or materially changed prior to thirty (30) days advance written notice to Lessor. The foregoing are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of Lessee. The insurance required hereunder in no way limits or restricts Lessee's obligation under any other part of this lease, as to indemnification of Lessor and Lessee further agrees to reimburse Lessor for cost of insuring leased property.

19. Lessee shall maintain at the premises, in a form to permit calculation of rentals due under this or any underlying lease, accurate records, including dates, volumes and prices, and gross revenue from sales of all products and services. Lessor and/or its agent may examine, copy, and audit the foregoing records at any reasonable time and Lessor agrees to keep the records confidential.

20a. Lessee recognizes that it is handling hazardous substances and agrees that, in receiving, storing, handling, offering for sale, selling, delivering for use, exchanging in trade or using itself, Lessee will in all respects exercise the strictest care required by law and that it will comply with any and all of Lessor's applicable safety procedures as well as all applicable federal, state and local laws, ordinances, regulations, rules and orders, as exist now, or as may hereinafter come into force, including, but not limited to, those governing dispensing equipment, pollution, the use and labeling of product containers, the use, maintenance and labeling of product storage tanks, the prevention of spills, leaks, venting or other improper escape from product containers or storage tanks, and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks. Lessee understands that it is an "operator" for purposes of 40 C.F.R. 280-81 and any other applicable federal, state and/or local laws, regulations, or ordinances related to the prevention of pollution from storage tanks or the taking of corrective action therefor. LESSEE WILL INDEMNIFY AND HOLD LESSOR, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES AND LIABILITIES ARISING OUT OF LESSEE'S FAILURE TO COMPLY WITH THE PRECEDING SENTENCE, and such failure by Lessee shall entitle Lessor to cancel this Lease immediately.

20b. In the event that any spills, leaks, venting or other unintended discharge from product containers, pumps, piping or storage tanks ("facilities") requires corrective action for any reason or cause, Lessee shall

Immediately notify Lessor and Lessee shall immediately commence cleanup. Lessor is authorized to enter the property at any time and remove all motor oils from any or all storage tanks on the premises and, in its sole discretion, remove storage tanks and related facilities owned by Lessor. Lessor shall be under no obligation to replace, repair or restore storage tanks removed pursuant to this provision and such removal of storage tanks shall not constitute default thereunder or give rise to any claims for damages or other compensation.

20c. Lessee will maintain a copy of Lessee's monthly log sheet for all liquid products showing among other things; stick readings, pick up dates, amounts, manifests, hauler, etc.

20d. To the best of Lessor's knowledge, and except as set forth in the Phase I Environmental Audit, as provided to Lessee, Lessor has operated and as of July 1, 1994 will be operating its business in compliance with all federal, state and local (including local sewerage district) laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge of solid pollutants, water pollutants or spent oil or the disposal of solid or hazardous waste, and there are no threatening actions or proceedings by the local municipality, sewerage district or Wisconsin Department of Natural Resources, the U. S. Environmental Protection Agency or any other governmental entity and, to the Lessor's knowledge other than as disclosed in the Environmental Audit as provided to Lessee there is no basis or grounds (whether explicitly or by inference) for any such action or proceedings. The Lessee has full and complete knowledge of the former use of the premises and specifically agrees to defend all actions associated with said former uses (such defense being limited to alleged liability for uses prior to the Lessor's use) and further will defend all actions of an Environmental nature (alleging violation of Environmental Laws for said former use) and shall indemnify the Lessor and hold the Lessor harmless from any and all costs associated with defending such actions as to said former uses and for uses subsequent to the date of this Lease. The Lessor specifically acknowledges that the Lessee agreement to defend and indemnify the Lessor does not include any action brought by any third party or governmental agency with respect to alleged violation of the Environmental Laws by the Lessor. Lessee fully and specifically acknowledges that Lessor will be responsible for any and all costs associated with any investigation, cleanup or remedial action required by any governmental authority or third party (for any alleged breach of Environmental Law(s) prior to the Lessee's occupancy of the premises). The Lessor and Lessee acknowledge that each shall be responsible for any costs associated with any investigation, cleanup or remedial action required

by any governmental agency or third party for any alleged breach of Environmental Law(s) during their respective years of tenancy of the premises. The Lessor does not reasonably anticipate that any expenditures for capital improvements to the Lessor's facilities used in the business will be necessary or appropriate for the continuation of the business as presently conducted by the Lessor with respect to compliance with the Environmental Regulations as of the date of this Lease. As of the effective date of this Lease, Lessor shall have in full force and effect and with the execution of this Lease will transfer and assign to Lessee all necessary discharge permits, environmental clearances and other governmental approvals required for the conduct of the Lessor's business, and the Lessor has no knowledge of any proposed or pending changes in law, rules or regulations that would adversely impact said discharge permits, clearances or approvals.

21. COMPLIANCE WITH LAWS AND SEVERABILITY OF PROVISIONS. Both parties expressly agree that it is not the intention of either party to violate statutory or common law and that if any sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto unless in either party's judgment the remaining portions hereof are inadequate to define the rights and obligations of the parties, in which event such party shall have the right, upon making such determination, to terminate this Agreement.

22. The failure of Lessor or of Lessee to insist upon performance of any of the terms or conditions of this Lease, or to exercise any right or privilege herein conferred, shall not be construed as then or thereafter waiving any such terms, conditions, rights or privileges, etc., but the same shall continue and remain in full force and effect.

23. Lessor grants to Lessee the option to extend this Lease for two (2) additional periods, (at the same terms and conditions except the base rental) of two (2) years each, commencing on July 1, 1996 and ultimately ending on June 30, 2000 (if extended to maximum), provided that Lessee gives Lessor written notice of their desire to extend at least sixty (60) days prior to the expiration of the original term and each extension period thereafter. All base rentals are due on the 1st day of each and every calendar month during the effective life of this Lease. The base rental shall be adjusted during each renewal period based on the following schedule:

- (1) July 1, 1996 to June 30, 1998 = \$1,696.00 per month rental
- (2) July 1, 1998 to June 30, 2000 = \$1,798.00 per month rental
- (3) July 1, 2000 to June 30, 2002 = \$1,906.00 per month rental

- (4) July 1, 2002 to June 30, 2004 = \$2,020.00 per month rental
- (5) July 1, 2004 to June 30, 2006 = \$2,141.00 per month rental
- (6) July 1, 2006 to June 30, 2008 = \$2,270.00 per month rental
- (7) July 1, 2008 to June 30, 2010 = \$2,406.00 per month rental
- (8) July 1, 2010 to June 30, 2012 = \$2,560.00 per month rental
- (9) July 1, 2012 to June 30, 2014 = \$2,703.00 per month rental
- (10) July 1, 2014 to June 30, 2016 = \$2,865.00 per month rental

7-1-00

24. Lessor grants to Lessee the option to purchase the entire premises by a Land Contract between the Lessor and Lessee. The net sum of the purchase price will be ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00). This option to purchase shall extend for the first SIX (6) years of this Lease. Thereafter, Lessee shall have the first right of refusal as detailed in the following paragraph:

RIGHT OF FIRST REFUSAL: Lessor hereby grants to Lessee the exclusive right, at Lessee's option, to purchase the property at 117 East Capitol Drive, Milwaukee, Wisconsin, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances, including leases (which were not on the premises at the date of this Agreement) at any time during the term of this Lease or any extension or renewal thereof, on the same terms and at the same price as any bona fide offer for said premises received by Lessor and which offer Lessor desires to accept. Upon receipt of a bona fide offer which Lessor desires to accept, and each time any such offer is received, Lessor (or their assigns) shall immediately notify Lessee, in writing, of the full details of such offer, including the name and address of any offerer, whereupon Lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise Lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on Lessee unless and until these requirements are fully complied with.

25. This Lease and its associated Attachments contain the entire agreement and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

26. **GENERAL:**

(a) Paragraph captions in this Lease are for identification purposes only and shall not affect the interpretation of this Lease or any part hereof.

(b) The provisions of this Lease shall be severable, and if any provision of this Lease is held or declared to be illegal, invalid, or unenforceable, the remainder of this Lease disregarding such illegal,

invalid, or unenforceable portion shall continue in full force and effect as though such void provision had not existed, unless such illegality, invalidity, or unenforceability materially alters the rights and obligations of the parties, in which case this Lease shall be deemed terminated.

(c) The waiver by either party of any breach of any provision of this Lease by the other party shall not be construed to be either a waiver of that party's rights regarding any succeeding breach of any such provision or a waiver of the provision itself.

(d) This Lease shall be governed and construed under the laws of the State of Wisconsin applicable to leases made and fully performed therein.

(e) Upon termination of this Lease, neither party shall have any further obligation to the other, except for such post termination rights as may exist as to the terms thereof.

(f) Nothing in this Lease shall be construed to make either party the agent of the other for any purpose whatsoever. Neither party is authorized to enter into any contract or assume any obligation for the other. Nothing in this Lease shall be construed to establish a partnership or joint venture between Lessor and Lessee.

(g) Lessee shall have no right to use name or logo of Tech Lube, unless so granted by Lessor.

27. NOTICES:

Any required notices under the terms of this Lease shall be deemed as delivered if mailed by U. S. certified mail, return receipt requested to the following addresses:

If to Lessor: 2830 N. Farwell Ave.
Milwaukee, WI 53211

If to Lessee: P. O. Box 188
Mukwonago, WI 53149

28. QUIET ENJOYMENT: Lessor covenants and represents that upon commencement of this Lease, Lessor has full right and power to execute and perform this Lease, and to grant the premises demised herein; and that Lessee, upon the payment of the rent(\$s) herein reserved and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this Lease. In the event the Lessor transfers its interest in the property in which the demised premises is located, it is understood that the

transferee shall assume the responsibilities of "Lessor" for the remainder of the term of this Lease.

29. CONDEMNATION: If the whole or any part of the demised premises shall be taken by any lawful authority under the power of eminent domain, then this Lease and the term demised, shall thereupon terminate and Lessee shall be liable for rent only up to the date of such termination. In the event of the partial or complete taking of the improvements, as aforesaid, Lessee shall be entitled to participate in any and all awards for such taking to the extent that any such award includes the loss, if any, sustained by Lessee as a result of the termination of this Lease for loss of Lessee's business, fixtures, goodwill, and moving expenses.

30. RECORDING: Either party shall, upon ten (10) days written request of the other, execute, acknowledge and deliver to the other, a short form Memorandum of this Lease for recording purposes. All costs and expenses related thereto shall be borne by the party requesting the memorandum.

31. ATTORNMENT: In the event Lessor sells, conveys or otherwise transfers its interest in the demised premises or any portion thereof, whether said transfer is voluntary or otherwise, or through bankruptcy or foreclosure, this Lease shall remain in full force and effect. Lessee hereby attorns to and covenants and agrees, within ten (10) days of Lessee's receipt of a written request, to execute an instrument in writing reasonably satisfactory to the new owner whereby Lessee attorns to such successor its interest and recognizes such successor as the Lessor under this Lease. The new owner agrees, within ten (10) days written request, to confirm in writing, the continued validity of this Lease.

LESSEE'S RESPONSIBILITIES

ATTACHMENT A

CLEANING, REPAIRS, MAINTENANCE AND REPLACEMENTS

Listed below are the areas and the specific items that Lessee will be responsible for cleaning, maintaining, repairing and in some cases replacing during the term of this Lease. Lessor will be responsible for major structural repairs only - major repairs are defined as those costing \$1,000.00 or more for any single repair or replacement not covered by Lessee's Insurance or Lessee's Insurance deductible.

1. RAMPS AND APPROACHES - Including all ramps, curbs, culverts, parking or safety curbs, sidewalks, highway berm areas or parkways.

2. ABOVE GROUND TANK AREA

- A. Concrete Pad, Fill Cap, and Product I.D. Tag or Paint Code
- B. Vent and Vent Pipe
- C. Padlock for Fill Cap
- D. Above ground Product Tank and Piping

3. YARD PAVING

- A. Concrete, Blacktop, or Gravel Covering
- B. Parking Bumper & Concrete Curbs
- C. Parking Stall Striping Replacements
- D. Fencing
- E. Yard Sewers, Manholes, Drainage Ditches or Canals
- F. Drive Sweepers or Snow Plowing Equipment

4. GRASS AREA & LANDSCAPING - to include mowing of grass areas and trimming of shrubbery.

5. YARD SIGNS

- A. Primary Identification Sign
 - 1. Sign & Pole
 - 2. Relamping
 - 3. Maintenance Painting
- B. Miscellaneous Yard Signs
 - 1. Directional Signs
 - 2. Price Signs, Pole or Ground Mounted
 - 3. Operating Hours

4. Certified Service Sign, Ground, Window
5. Lessee Name Sign

C. Yard Lighting

1. Maintenance & Replacement Ballasts
2. Relamping

6. WATER SYSTEM

Municipal Supply System

1. Initial Tap Fee & Underground Lines
Main to Building
2. Operating Costs & All Materials, Repairs, Valves

7. REFUSE/TRASH/GARBAGE/SNOW - to include contracting for proper removal of waste oil, trash and refuse generated in the normal course of business. Responsible for snow removal and keeping the city sidewalks clear of snow at all times.

8. EXTERIOR PHONE BOOTHS - keep access clear for drive-up customers to use phone booth. (if applicable)

9. BUILDING EXTERIOR

A. SIDEWALKS

B. COLUMNS

C. WALLS

D. ALL WINDOWS, DOORS & STORE FRONT METAL

E. GUTTERS & DOWNSPOUTS

F. ROOFING - All Types

G. PAINTING & WASHING

1. Painting: Initial & Maintenance
2. Washing: Routine Washing & Cleaning Painted Surfaces.
Major Washing Program.

H. OVERHEAD DOORS (Lessor is not responsible for any repairs to overhead doors, no matter the cost.)

1. Motor Operators & Stanchions
2. Normal Repair & Adjustment
3. Vehicular Damage
4. Front Door Hardware & Closures
5. Glass Replacement

10. BUILDING INTERIOR

A. FLOORS

B. WALLS

1. All Wall Surfaces

2. Routine Washing of Surfaces

3. Major Washing Program

C. CEILINGS

1. Drywall, Metal, Suspended Lay-In

2. Light Fixtures, Ballasts, Lens Covers

3. Tubes, Bulbs, Lamps, Replacement

D. SALES ROOM

1. Shelving

2. Counters

3. Desks

4. Chair

5. Safes

6. Rest Room Plaques & Key Tags

E. PUBLIC AND/OR EMPLOYEE REST ROOMS

1. All Fixtures, Mirrors, Partitions, Soap & Toilet Paper Dispensers, and/or Stool

2. All Supplies for Operation

3. Routine Washing of Surfaces

4. Rodding Toilets & Sewer Lines

F. SERVICE BAYS

1. Shelving, Racks, Work Benches, Cabinets

2. Floor Drains and Sumps

3. Sump Pump & Pit

4. Oil/Water Separator

G. HEATING AND/OR AIR CONDITIONING SYSTEM

1. Filters: Oil/Air

2. Ducts

3. Registers & Grills

4. Tanks

5. Exhaust Fans

6. Oil Burner Nozzles

7. Motors: Pulleys and Belts

8. Compressors

9. Cost of Annual Maintenance Contract

H. FIRE EXTINGUISHERS

1. Recharging Fire Extinguishers Immediately After Discharge and Annual Recharging Fire Extinguishers (or as per local code)

L. SIGNS/BUILDING INTERIOR - Owned by Lessor.

J. EQUIPMENT - Owned by Lessor.

1. Air Compressors - Draining - Oil Change, Belt Adjustment & Replacement of all components

2. Air & Water Lines

3. Air & Water Hoses, Gages, Nozzles
4. Oil, Chassis and/or Gear Lube Pump & Piping
5. Air Reel: Hose Replacement & Head Repairs
6. Oil, Chassis and/or Gear Lube Reels: Hose Replacement & Head Repairs
7. Portable Gear Equipment: Hose Replacement
8. Drain Oil Tank: Pump Out as Required
9. Other Equipment such as sump pump(s) and oil/water separator
12. Waste Oil Receiver - Portable
13. Signs - Bay Interior

The Cleaning, Maintenance/Repair and Replacement obligations imposed upon Lessee hereunder relate only to such buildings, improvements, fixtures, equipment and machinery listed herein which are located on the Leased Premises as of the effective date of the attached lease, and such buildings, improvements, fixtures, equipment and machinery which are hereafter placed thereon during the term of said lease. Lessor does not represent that all of the buildings, improvements, fixtures, equipment and machinery listed in this Attachment A are located on said Leased Premises and the terms of Attachment A shall not require or obligate Lessor to build, construct or place upon the Leased Premises any of the buildings, improvements, fixtures, equipment and machinery listed herein.

EQUIPMENT PURCHASE AGREEMENT

Seller: James B. and Julie A. Hugg, dba Tech Lube Ltd.

Buyer: Speedy Lube or Assigns

Location of Equipment: 117 East Capitol Drive, Milwaukee, WI

Sale Price: \$10,000.00 (which includes WI sales tax)

Sale Date: July 1, 1994

List of Equipment:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.

The above equipment is being purchased free and clear of any liens or encumbrances. Seller certifies that all equipment is in good working order as of sale date and furthermore does not warrant said equipment in any way. Buyer has inspected above equipment and purchases same in "as is" condition. If Buyer opts not to renew the Lease on 117 East Capitol Drive, Milwaukee, WI, Seller is hereby granted the first right of refusal to repurchase the above equipment

Seller: _____ **Buyer:** _____

Seller: _____ **Buyer:** _____

ADDITIONAL TERMS AND CONDITIONS


1. **INVENTORY:** An accurate inventory of all salable goods will be taken at the close of business on June 30, 1994. Said inventory will be observed and verified by representatives of Lessor and Lessee. Lessor will provide to Lessee an accurate, detailed and extended listing of inventory to be sold by July 15, 1994. All inventory is to be sold at Lessor's actual cost. Lessee may request verification of any item to be sold. Inventory shall be paid for on the following schedule:
 - August 1, 1994 = 50% of the total is due
 - September 1, 1994 = 25% of the total is due
 - October 1, 1994 = 25% of the total is dueLessor will make a best effort to keep inventories low prior to sale with the goal of having the total cost of the inventory be under \$8,000.00.
2. **SECURITY ALARM:** Lessee will assume the contract on the security alarm system and be responsible for the remainder of the contract.
3. **WORKMENS COMPENSATION ACCOUNT:** Lessor is entitled to keep and transfer any balance in the present Workmen's Compensation Fund that may have accumulated. Lessee has no interest or right to said funds.
4. **PHONE NUMBER:** Lessor may retain the current phone number for the premises.
5. **NON COMPETE CLAUSE:** For a period of five (5) years starting July 1, 1994, James and Julie Hugg agree not to compete with Speedy Lube in any form such as fast oil changes, auto repairs or related services within a three (3) mile radius circle with the demised premises as the center of the circle. This does not preclude James and/or Julie Hugg from becoming associated with Speedy Lube in one of the aforesaid businesses. Should this association develop, Speedy Lube has the option to void this Non Compete Clause. Speedy Lube recognizes that James and Julie Hugg currently operate a Tech Lube (10 minute oil change facility) at 1700 East North Avenue, Milwaukee, Wisconsin and this Clause has no effect on this location.
6. **ASSISTANCE:** James Hugg agrees to work and/or assist a total of fourteen (14) days at the demised premises. Scheduling of these 14 days will be as agreed, but will be sometime between July 1, 1994 and August 15, 1994.

7. EMPLOYEES: Speedy Lube will interview all current employees at the demised premises, but has no obligation to retain any of these employees.

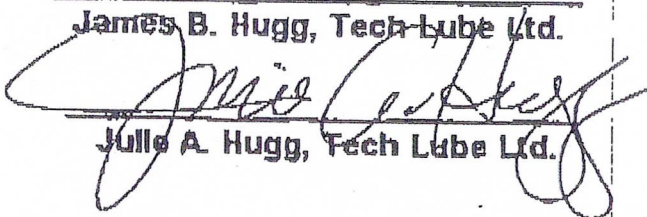
8. RIGHT OF FIRST REFUSAL: Lessor hereby grants to Lessee the exclusive right, at Lessee's option, to purchase the property at 1700 East North Avenue, Milwaukee, Wisconsin, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances, including leases (which were not on the premises at the date of this Agreement) at any time during the term of this Lease or any extension or renewal thereof, on the same terms and at the same price as any bona fide offer for said premises received by Lessor and which offer Lessor desires to accept. Upon receipt of a bona fide offer which Lessor desires to accept, and each time any such offer is received, Lessor (or their assigns) shall immediately notify Lessee, in writing, of the full details of such offer, including the name and address of any offerer, whereupon Lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise Lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on Lessee unless and until these requirements are fully complied with.

9. ADDITIONAL SPACE: If Lessor does not occupy portion "B" of attached Exhibit "A" during any period of time during the term of this Lease, then Lessee shall have the first option to lease said premises for \$500.00 per month under a new lease. This option shall be ongoing during the term of this Lease. Lessor and Lessee agree to share ingress and egress to portion "B" and Lessor or their tenant shall have four (4) designated parking spaces.

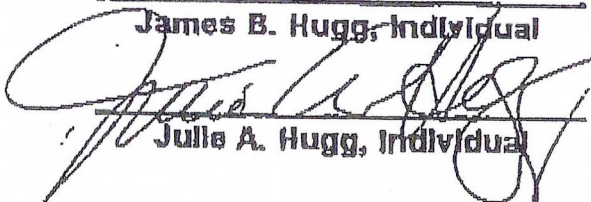
The above additional items have been agreed to this 1st day of July, 1994 and are binding on the parties whose signatures appear below.



John W. Thelsen, Partner for
Speedy Lube

James B. Hugg, Tech-Lube Ltd.


Julie A. Hugg, Tech Lube Ltd.

James B. Hugg, Individual


Julie A. Hugg, Individual