

LEASE

Name & Return Address:
Great Lakes Hospitality Corp.
Attn: Tom Sather
700 Regent Street, Suite 300
Madison, WI 53715

Parcel Identification Nos.: 17-20016-010
17-20026-120

Lease between City of La Crosse, a Wisconsin municipal corporation (Landlord) and La Crosse Hotel LLC, a Wisconsin limited liability company (Tenant),

RECITATIONS

- A. Tenant owns real estate (Tenant's Parcel) described on attached Exhibit B.
- B. Landlord owns real estate (Landlord's Parcel) located immediately south of Tenant's Parcel and as described on attached Exhibit A. A parking ramp commonly called the "La Crosse Center Ramp" or the "Jay Street Parking Ramp" (the Ramp) is constructed on that real estate. The northern portion of Landlord's Parcel extending from the north wall of the Ramp to the northerly boundary of Landlord's Parcel is currently vacant and will be called the "Walkway." The Walkway is not currently a public walkway.
- C. Tenant is in the process of constructing a hotel (the Hotel) on Tenant's Parcel. Tenant desires to construct a skywalk extending from the Hotel south across the Walkway to the Ramp in the space of air (the "Premises") described on attached Exhibit C. The skywalk is

more fully defined in building plans (the "Plans") dated December 31, 1997 prepared by Design II Architects, Ltd., project number 96125, sheets A-1 and A-2. The Plans are incorporated by reference. The skywalk as described in the Plans, including all of its supporting fixtures and structures, such as the two vertical girders supporting the skywalk at or near the north wall of the Ramp, will be called the "Skywalk".

D. Landlord has determined that a lease of the Premises to Tenant would be in the best public interest for the reasons, among others, that:

1. Landlord has an interest in downtown projects which will create jobs, add to the tax base and prevent blight. Those goals will be best accomplished if the Hotel is economically viable. This lease will aid in that viability.
2. This lease will allow guests and other permitted invitees of the Hotel to more safely travel between the Hotel and the Ramp, and thereby reduce the risk of liability suits against Landlord and Tenant.

E. A lease will not substantially interfere with use of the surface of the Walkway by the public for ingress and egress.

AGREEMENT

FOR CONSIDERATION, and intending to be legally bound, Landlord and Tenant agree:

1. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord for the purpose of Tenant's construction, use, operation, repair, maintenance and replacement of the Skywalk. The Premises shall include all portions of the surface and subsurface of the Walkway on which fixtures and structures of the Skywalk will be located, and all parts of the north wall and surrounding structure of the Ramp to which the Skywalk will be connected.

2. Landlord reserves the right to demolish the Ramp and use Landlord's Parcel for another use. Landlord shall give Tenant at least three months' prior notice of any such demolition. This lease shall commence on its date and expire on the first to occur of the following:

- (a) The date specified by Landlord in such a notice of demolition; or
- (b) The ninety-ninth (99) anniversary of the date of this lease.

3. On or before the scheduled expiration or earlier termination of this lease, Tenant at its sole expense shall remove the Skywalk from the Premises. As part of that removal Tenant shall reasonably restore the north wall of the Ramp to its condition prior to the construction of

the Skywalk, unless the lease is terminating as a result of Landlord's planned demolition of the Ramp.

4. Tenant at its sole expense shall construct the skywalk in accordance with the Plans. Tenant shall commence construction within thirty (30) days after the date of this lease and shall substantially complete the construction within ninety (90) days after the date of this lease. Those times shall be reasonably extended by the duration of any casualty, strike or other event beyond the reasonable control of Tenant. Tenant shall construct the skywalk in a good and workmanlike manner, and in compliance with applicable law.

5. Landlord certifies to Tenant that this lease has been granted by Landlord by an ordinance duly adopted in accordance with applicable law.

6. Tenant shall have the right to reasonably enter and use the Walkway and the Ramp for the purposes of constructing, repairing, maintaining and replacing the Skywalk. Tenant shall conduct all such activities expeditiously and in a manner to reasonably minimize interference with use of the Walkway and the Ramp by the public. Tenant shall obtain such permits as may be required by applicable law for such use of the Walkway and the Ramp.

7. The purposes for which Tenant shall use the Premises are ingress and egress between the Ramp and the Hotel by Tenant's employees, guests and other permitted invitees; and the construction, repair, maintenance, operation and replacement of the Skywalk. Tenant shall have the exclusive occupancy of the Skywalk, and shall have the rights to (a) impose reasonable rules and regulations for the use of the Skywalk, (b) determine what persons may or may not use the Skywalk, and (c) from time to time close the Skywalk for use. Tenant shall promptly give Landlord notice of Tenant's exercise of any of rights (a), (b) and (c). If Landlord reasonably objects to the exercise of those rights, Landlord and Tenant shall mutually agree upon a modification of the exercise of the rights.

8. All persons permitted by Tenant to use the Skywalk shall have the right of ingress and egress through the Ramp to gain access to the Skywalk.

9. Tenant at its sole expense shall:

(a) Operate the Skywalk, as far as practicable, separately from the municipal use of the Walkway and the Ramp.

(b) Repair and maintain the Skywalk.

(c) Carry such casualty insurance on the Skywalk as Tenant determines.

(d) Carry a policy of general public liability insurance on the Skywalk with single limit coverage of not less than \$1,000,000.

(e) Pay any property taxes which may be levied or assessed against the Skywalk.

(f) Pay all utilities used in the operation of the Skywalk.

(g) Defend, indemnify and hold Landlord harmless from any claims by third parties for personal injury or property damage in connection with the Skywalk or its use, maintenance and repair. This indemnity shall not, however, apply to any claims to the extent caused by the negligence or willful misconduct of Landlord.

Tenant shall not be obligated to pay any fixed rent to Landlord.

10. This lease shall run with the land for the benefit of Tenant's Parcel. Tenant shall have the right to collaterally assign the lease to any mortgagee of Tenant's Parcel, and to assign the lease to any person (the Buyer) who buys, leases or otherwise acquires all or substantially all of Tenant's Parcel, provided that Tenant promptly gives Landlord notice of any such assignment, and provided that any Buyer expressly assumes and agrees to pay and perform all of Tenant's obligations under the lease. Tenant shall not otherwise assign this lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

11. The description of the Premises given on Exhibit C shall automatically be adjusted, upon completion of construction, to be the description of the Skywalk as actually built.

12. Landlord shall have the right to enter the Premises at reasonable times for purposes of inspection, and may require that Tenant make any repairs to the Skywalk which are necessary for public safety or the reasonably attractive appearance of the Skywalk. This right of inspection shall not impose any duty of repair upon Landlord. All signage placed on the Skywalk shall be subject to review and approval by the City's Board of Public Works.

13. Any notice given in connection with this lease shall be in writing and may be given in any one of the following ways:

(a) By personal delivery,

(b) By delivery by an express mail service,

(c) By mailing via the first class United States mail, postage prepaid, addressed to the last known address of the recipient,

(d) By facsimile transmission.

Notice by mailing in the first class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt.

Until further notice, notices shall be addressed as follows:

If to Landlord: City of La Crosse
Attn: City Attorney
400 La Crosse Street
La Crosse, WI 54601-3396
Facsimile: (608) 789-7390

If to Tenant: La Crosse Hotel LLC
c/o Great Lakes Hospitality Corp.
Attn: President
700 Regent Street, Suite 300
Madison, WI 53715
Facsimile: (608) 251-6800

14. If Tenant defaults in the performance of any of its obligations under this lease, Landlord shall have the right to give Tenant notice of the default. If the default continues for 30 days after the giving of the notice; or, if the default cannot reasonably be cured within 30 days, if Tenant does not promptly commence cure of the default within the 30 days and does not complete cure of the default within 90 days after the giving of the notice, Landlord shall have the right to terminate this lease by notice to Tenant, and to exercise all other rights and remedies allowed by applicable law.

15. This lease shall binding upon an inure to the benefit of the parties and their respective representatives, successors and assigns. This lease contains the entire agreement between the parties relating to its subject matter and shall not be amended or terminated orally. If any provision of this lease is declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect. A party may waive any default of the other party without waiving any subsequent or prior default of the other party.

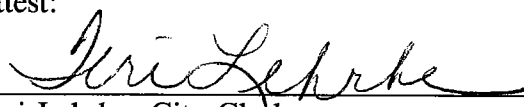
Dated Feb. 12, 1998.

CITY OF LACROSSE

By: 

John D. Medinger, Mayor

Attest:

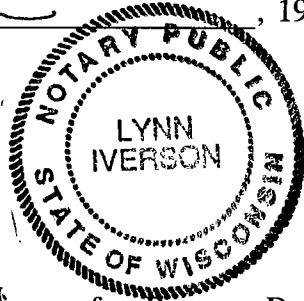

Teri Lehrke, City Clerk

LA CROSSE HOTEL LLC

By Great Lakes Hospitality Corp., Manager

By: *Bruce D. Neviase*
Bruce D. Neviase, Secretary

Signatures of John D. Medinger and Teri Lehrke authenticated this 5th day of March, 1998.



Lynn Iverson
Lynn Iverson
Notary Public, State of Wisconsin
My commission expires: 2/17/2002

Signature of Bruce D. Neviase authenticated this 20th day of February, 1998.

Jean Ewing
Commission Expires Sept 2, 2001
Notary Public, State of Wisconsin

Drafted by Thomas J. Sobota

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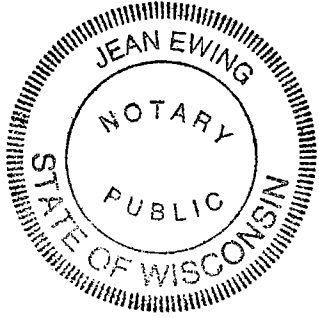


EXHIBIT A

Legal Description of Jay Street Parking Ramp

A parcel located in the northeast quarter of the northeast quarter of Section 6, T15N, R7W, City of La Crosse, La Crosse County, also being Lot 3, Lot 4, Lot 5 and Lot 6, and part of Lot 2 and part of Lot 1 of Block 7 of Dunn, Dousman and Cameron Addition to the City of La Crosse.

EXHIBIT B

Lots One (1), Two (2) and Three (3) and part of Lots Four (4) and Five (5), all in Block Twenty-one (21) of the Original Plat of the Town of La Crosse, now City of La Crosse, described as follows: Commencing at the Northwest corner of said Lot 1 and the point of beginning of this description; thence South $26^{\circ} 55' 09''$ West, along the East right-of-way line of Second Street, 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continue along said East line, 72.04 feet, along the arc of said curve, the chord of which bears South $21^{\circ} 11' 32.5''$ West 71.91 feet; thence North $89^{\circ} 49' 46''$ East 161.30 feet to the East line of said Lot 4; thence North $26^{\circ} 59' 47''$ East, along the East line of said Lots 4, 3, 2 and 1 a distance of 188.19 feet to the South right-of-way line of Pearl Street; thence North $64^{\circ} 06' 26''$ West, along said South right-of-way line, 151.06 feet to the point of beginning.

EXHIBIT C

LA CROSSE HOLIDAY INN HOTEL & SUITES
SKYWALK AIR RIGHTS EASEMENT

DESCRIPTION:

An easement for the purpose of constructing and maintaining a skywalk corridor, approximately 12 1/2 feet in height, the bottom of which is at an elevation of approximately 11 feet over an existing alley, over a strip of land 14 feet in width, 7 feet either side of the following described centerline:

Part of Lot 4, and Part of Lot 5 of Block 21 of the Original Plat of the Town of La Crosse, and Part of Lot 1 of Dunn, Dousman & Cameron Addition, located in the City of La Crosse, La Crosse County, Wisconsin: To wit:

Commencing at the Northwest corner of Lot 1 of said Original Plat, being also the Northwest corner of the parcel described in Volume 1212; Page 589; thence along the West line of said parcel, and along the East right of way line of Second Street, S26°55'09"W 187.39 feet to the beginning of a 350 foot radius curve, concave to the East; thence continuing along said West line, and along said East right of way line, 72.04 feet along the arc of said curve, the chord of which bears S21°11'32.5"W 71.91 feet to the Southwest corner of said parcel (1212/589); thence along the South line thereof, N89°49'46"E 64.42 feet to the point of beginning; thence S00°10'14"E 25 feet more or less to the face of the North wall of the existing parking garage and there terminating.

Also included in this easement are areas required for all of the supporting fixtures or structures, such as the two vertical girders supporting the skywalk at or near the north wall of the ramp generally as delineated in the building plans dated December 31, 1997, prepared by Design II Architects, Ltd. Project number 96125, sheets A-1 and A-2. The plans are incorporated by reference.