

Ladies and Gentlemen:

My building was built in 1997 and is approximately 8600 square feet. I've attached sales comp sheets for 3 properties of similar size and age. They range in age from 1960-2014 and in size from 7300-13,700 square feet. The sales prices range from \$156,000-\$265,000 with a price per square foot of \$17-\$21.

In 2019, my property taxes were \$16,239 plus \$1373 in storm water fees which used to be included in the property tax amount. In 2021, my property taxes will be \$17,069 plus \$1789 in storm water and public fire fees which used to be included in the property tax amount. Comparable sales show no indications of increasing value.

During this time, Hwy MM was shut down over 18 months which reduced my membership because of difficulty getting to my business. Also, a special assessment of \$3237 had to be paid in 2019 for repaving of Old Mill Drive. In addition, Hwy 38 will have major construction this summer reducing traffic flow by my business.

Rent History paid to PSA Management, LLC

July, 2008-Nov, 2009 No rent

Dec, 2009-Sep, 2010 \$500/month for storage of furniture

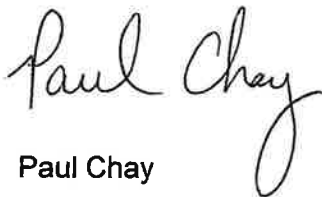
Oct, 2010-Oct, 2015 No rent

Nov, 2015-Oct, 2018 \$1954/month (copy of lease is included)

Nov, 2018-Present \$2020/month (copy of lease is included)

The rental space is approximately 3350 square feet. As you can see, below market rent is being paid. The space was unoccupied for so many years that I was just happy to get a tenant. A higher rent will be asked for when the current lease ends. My business, Chay's Tae Kwon Do, occupies the rest of the building which is approximately 5250 square feet.

Thank you for your consideration. This is my first time going through this procedure.


Paul Chay

Received
APR 23 2021

City Clerk - Racine, WI

Objection to Real Property Assessment

To file an appeal on your property assessment, you must provide the Board of Review (BOR) clerk written or oral notice of your intent, under state law (sec. 70.47(7)(a), Wis. Stats.). You must also complete this entire form and submit it to your municipal clerk. To review the best evidence of property value, see the Wisconsin Department of Revenue's *Property Assessment Appeal Guide for Wisconsin Real Property Owners*.

Complete all sections:

Section 1: Property Owner / Agent Information

* If agent, submit written authorization (Form PA-105) with this form

Property owner name (on changed assessment notice) PSA Management, LLC			Agent name (if applicable)		
Owner mailing address 2720 Old Mill Drive			Agent mailing address		
City Racine	State WI	Zip 53405	City	State	Zip
Owner phone (262) 1633-7090	Email paulschay@gmail		Owner phone () -	Email	

Section 2: Assessment Information and Opinion of Value

Property address 2720 Old Mill Dr			Legal description or parcel no. (on changed assessment notice) Parcel # 21118107		
City Racine	State WI	Zip 53405			
Assessment shown on notice - Total 605,000			Your opinion of assessed value - Total 500,000 - 525,000		

If this property contains non-market value class acreage, provide your opinion of the taxable value breakdown:

Statutory Class	Acreage	\$ Per Acre	Full Taxable Value
Residential total market value			
Commercial total market value			
Agricultural classification: # of tillable acres	@	\$ acre use value	
# of pasture acres	@	\$ acre use value	
# of specialty acres	@	\$ acre use value	
Undeveloped classification # of acres	@	\$ acre @ 50% of market value	
Agricultural forest classification # of acres	@	\$ acre @ 50% of market value	
Forest classification # of acres	@	\$ acre @ market value	
Class 7 "Other" total market value		market value	
Managed forest land acres	@	\$ acre @ 50% of market value	
Managed forest land acres	@	\$ acre @ market value	

Section 3: Reason for Objection and Basis of Estimate

Reason(s) for your objection: (Attach additional sheets if needed) See attached Sales Comps - lower prices for comparable properties See attached lease - below market rent for many years because of high vacancy rate	Basis for your opinion of assessed value: (Attach additional sheets if needed) See attached rent history
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Section 4: Other Property Information

- A. Within the last 10 years, did you acquire the property? ☐ Yes ☒ No
If Yes, provide acquisition price \$ _____ Date (mm-dd-yyyy) _____ ☐ Purchase ☐ Trade ☐ Gift ☐ Inheritance
- B. Within the last 10 years, did you change this property (ex: remodel, addition)? ☐ Yes ☒ No
If Yes, describe _____
Date of changes (mm-dd-yyyy) _____ Cost of changes \$ _____ Does this cost include the value of all labor (including your own)? ☐ Yes ☐ No
- C. Within the last five years, was this property listed/offered for sale? ☐ Yes ☒ No
If Yes, how long was the property listed (provide dates) (mm-dd-yyyy) _____ to (mm-dd-yyyy) _____
Asking price \$ _____ List all offers received _____
- D. Within the last five years, was this property appraised? ☐ Yes ☒ No
If Yes, provide: Date (mm-dd-yyyy) _____ Value _____ Purpose of appraisal _____
If this property had more than one appraisal, provide the requested information for each appraisal. _____

Section 5: BOR Hearing Information

- A. If you are requesting that a BOR member(s) be removed from your hearing, provide the name(s): **N/A**
Note: This does not apply in first or second class cities.
- B. Provide a reasonable estimate of the amount of time you need at the hearing **10** minutes.

Property owner or Agent signature Paul Schay	Date (mm-dd-yyyy) 4-21-2021
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**2021 City of Racine
Notice of Intent to File Objection with the Board of Review**

I, Paul Chay, as the property owner or as
agent for n/a (property owner's name) with an address of
2720 Old Mill Drive Racine hereby give notice of an intent to file an objection to the assessment
for the following property: 2720 Old Mill Drive Racine for the 2021 Assessment Year in the
City of Racine.

Name: Paul Chay
Best contact phone number: 262-308-1041
Mailing Address: 2720 Old Mill Dr. Racine 53405
(date) 4/21/2021

This Notice of Intent is being filed: (place mark one)

- ☒ At least 48 hours before the board's first scheduled meeting.
☐ During the first two hours of the board's first scheduled meeting. (Please complete Section A).
☐ Prior to the end of the fifth day of the session or prior to the end of the final day of the session if the session
is less than 5 days. (Please complete Section B).

**Filing of this form does not relieve the objector from the requirement of timely filing a fully
completed written objection on the proper form with the Clerk of the Board of Review.**

SECTION A – Upon a showing of good cause, the Board of Review shall grant a waiver of the 48-hour notice of an
intent to file a written or oral objection if a property owner who does not meet the notice requirement appears before
the board of review during the first 2 hours of the meeting. THE PROPERTY OWNER NOW MUST SHOW
GOOD CAUSE FOR FAILURE TO MEET THE 48-HOUR NOTICE REQUIREMENT AND FILE A WRITTEN
OBJECTION. My good cause is as follows:

n/a

SECTION B – The Board of Review may waive all notice requirements and hear the objection if a property owner
fails to provide written or oral notice of an intent to object 48 hours before the first scheduled meeting, and fails to
request a waiver of the notice requirements during the first 2 hours of the meeting if the property owner appears
before the Board at any time prior to the end of the fifth day of the session, or prior to the end of the final day of the
session if the session is less than 5 days, and the property owner FILES A WRITTEN OBJECTION AND
PROVIDES EVIDENCE OF EXTRAORDINARY CIRCUMSTANCE. Proof of my extraordinary circumstance is
as follows:

n/a

**A WRITTEN OBJECTION ON THE PROPER FORM MUST BE PROPERLY FILED WITH THE CLERK
OF THE BOARD OF REVIEW.**

Request to Testify by Telephone or Submit a Sworn Written Statement at the Board of Review (BOR)

Section 70.47(8), Wis. Stats., states "...Instead of appearing in person at the hearing, the board may allow the property owner, or the property owner's representative, at the request of either person, to appear before the board, under oath, by telephone or to submit written statements, under oath, to the board. ..."

NOTE: The legal requirements of the Notice of Intent to Appear at the BOR must be satisfied and the Objection Form must be completed and submitted to the BOR as required by law prior to the Request to Testify by Telephone or Submit Sworn Written Statement form being submitted.

Municipality <u>Racine</u>	County <u>Racine</u>
Property owner's name <u>PSA Management, LLC</u>	Agent name (if applicable)
Owner's mailing address <u>2720 Old Mill Dr</u>	Agent's mailing address
Owner's telephone number <u>(262) 633-7090</u> <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number () <input type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Owner's email address <u>paulschay@gmail</u>	Agent's email address

Please provide the following information on the property and the assessment to which you are objecting. (Attach additional sheets, if necessary.)

- Property address 2720 Old Mill Dr Racine 53405
- Legal description or parcel number from the current assessment roll
Parcel #21118107
- Total Property Assessment 605,000
- If agent, attach signed Agent Authorization form, PA-105

☒ Testify by telephone* ☐ Submit sworn written statement

Basis for request Assessed value is much higher than comparable sales listings (See attached)

*If the request is approved, provide the best telephone number to reach you 262-308-1041

Owner's or Agent's signature <u>Paul Chay</u>	Date <u>4/21/21</u>
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For Board Use Only

☐ Approved ☐ Denied

Reason _____

☐ Taxpayer advised _____
Date _____

Sale Comp Details

2720-2722 Old Mill Dr



2122 Douglas Ave

Distance to Subject Property: 1.4 Miles



SALE

Sale Type:	Owner User
Sale Date:	9/7/2018
Sale Price:	\$265,000
Price/SF:	\$20
Cap Rate:	-

OWNER:

Buyer:	Constantin A & V...
Seller:	The Salvation Army
Buyer Broker:	-
Listing Broker:	CBRE - Paul Povl...

SALE TERMS

Sale Conditions:	-
Financing:	1st Mortgage: Tri Cty Nat'l Bk

PROPERTY

Type:	Freestanding	Land Acres:	1.63 AC
Sale Vacancy:	0%	Construction:	Masonry
Tenancy:	Multi	Yr Built/Renov:	2014
GLA:	13,500 SF	Building FAR:	0.19
Anchor GLA:	-	Total Expenses:	-
Anchor Tenant:	-		
Parking:	19 free Surface Spaces are available; Ratio of 1.27/1,000 SF		
Features:	Bus Line, Corner Lot, Signalized Intersection		
Frontage:	119' on Douglas Ave Ave (with 1 curb cut)		
For Sale:	Not For Sale		
Location Score:	Below National Avg (41)		
Walk Score®:	Somewhat Walkable (63)		
Transit Score®:	Some Transit (35)		



LARGEST TENANTS AT SALE

Tenant	Store Type	SF Occupied	Chain	Move Date	Exp Date
The Salvation Army	Discount Store	16,589	Yes	Sep 2009	-

Sale Comp Details

2720-2722 Old Mill Dr

2118 Rapids Dr



Distance to Subject Property: 1.0 Miles



SALE

Sale Type:	Investment
Sale Date:	12/8/2020
Sale Price:	\$155,000
Price/SF:	\$21
Cap Rate:	-

OWNER:

Buyer:	2118 Rapids Driv...
Seller:	Jeffrey R. Landie
Buyer Broker:	-
Listing Broker:	Bear Realty - Bra...

SALE TERMS

Sale Conditions:	Buld to Suit, Lease Option
Financing:	-

PROPERTY

Type:	Neighborhood Center	Land Acres:	0.36 AC
Sale Vacancy:	0%	Construction:	Masonry
Tenancy:	Multi	Yr Built/Renov:	1993
GLA:	7,296 SF	Building FAR:	0.47
Anchor GLA:	-	Total Expenses:	-
Anchor Tenant:	-		
Parking:	50 free Surface Spaces are available; Ratio of 6.85/1,000 SF		
Features:	Bus Line, Dedicated Turn Lane, Pylon Sign, Signage, Signalized Inte...		
Frontage:	97' on Rapids Dr (with 1 curb cut)		
For Sale:	Not For Sale		
Location Score:	Below National Avg (37)		
Walk Score®:	Somewhat Walkable (65)		
Transit Score®:	Some Transit (32)		

Rcmayne Ave



William Horlick
High School

Goold St

Rapids Dr

Yout St

Blake Ave



Map data ©2021

Sale Comp Details

2720-2722 Old Mill Dr

2625 Lathrop Ave

Distance to Subject Property: 3.7 Miles



SALE

Sale Type:	Owner User
Sale Date:	6/26/2019
Sale Price:	\$230,000
Price/SF:	\$17
Cap Rate:	-

OWNER:

Buyer:	-
Seller:	-
Buyer Broker:	-
Listing Broker:	Shorewest Realto...

SALE TERMS

Sale Conditions:	-
Financing:	-

PROPERTY

Type:	Freestanding	Land Acres:	0.47 AC
Sale Vacancy:	29.2%	Construction:	Masonry
Tenancy:	Multi	Yr Built/Renov:	1960
GLA:	13,683 SF	Building FAR:	0.67
Anchor GLA:	-	Total Expenses:	-
Anchor Tenant:	-		
Parking:	42 free Surface Spaces are available; Ratio of 3.07/1,000 SF		
Features:	Pylon Sign		
Frontage:	127' on Lathrop Ave (with 1 curb cut)		
For Sale:	Not For Sale		
Location Score:	Good Location (53)		
Walk Score@:	Very Walkable (76)		
Transit Score@:	Some Transit (35)		



LEASE AGREEMENT

THIS AGREEMENT is made effective as of this th 20 day of September, 2018, between PSA Management LLC ("Landlord"), and Elliott Vision Center, Inc. ("Tenant").

1. Lease of Property. Landlord hereby agrees to lease to Tenant the real estate and building located at 2722 Old Mill Drive, Racine, WI 53405 (the "leased premises"), consisting of approximately 3,350 sq. ft. as highlighted on attached Exhibit "A."
2. Term. The term of this lease shall be for a period of three (3) years, commencing on the 15th day of October, 2018, and ending on the 14th day of October, 2021, both dates inclusive, unless sooner terminated as herein provided. The Lease may be extended as agreed in writing by both parties. Request to extend the term by landlord or Tenant shall be in writing and submitted to the other party at least 90 days prior to the expiration of the lease term.
3. Rent. The Tenant shall pay as rent during the term of the Lease the total amount of \$73,080.00, payable in equal monthly installments in advance of \$ 2,030.00, on or before the 1st day of each month during the term of the Lease.
4. Taxes. Landlord shall pay, as they become due and payable, all real property taxes, assessments, fees and public charges levied against the leased premises and due during the term of the Lease, or arising by reason of its occupancy of use thereof. Tenant shall pay all personal property taxes and provide Landlord with proof of payment.
5. Utility Charges. Tenant shall pay all charges for water, sewer, electricity, gas, telephone, internet and any other utilities furnished to the leased premises. Tenant may reasonably use Timer's dumpster for disposal of garbage.
6. Repairs. Tenant accepts the leased premises in the current "as is" condition, including existing built-in cabinetry which shall remain on the leased premises. Tenant does not rely upon any warranties or representations, either oral or written, as to the condition of the leased premises, except as may otherwise be contained herein. During the term of the Lease, Tenant shall, at its expense, maintain the leased premises in as good of condition and repair as the leased premises were upon commencement of the Lease (ordinary wear and tear excepted). Upon the termination of this Lease, Tenant shall deliver the leased premises to Landlord in the same condition as it was at the beginning of this Lease, ordinary wear and tear excepted. Landlord shall maintain, repair, or rebuild the exterior of the building.
7. Insurance. During the term of this Lease, the Tenant shall insure the leased premises and anything therein belonging to the Tenant against loss or damage by fire, general liability and the perils covered by the standard policy of extended coverage insurance, and pay premiums related thereto, in an amount equal to at least 100% percent of the full replacement value thereof. Landlord shall also provide and keep in force general liability, hazard, umbrella and contents insurance policies, and pay premiums related thereto. Any insurance hereinabove referred to shall be in a company satisfactory to Landlord and with loss payable to Landlord and Tenant as their interest may appear.

Both the Landlord and the Tenant waive all rights of subrogation which either party and/or their respective insurance carriers may have against the other party with respect to losses payable under either party's insurance policies.

8. Use of Premises. The Tenant may use and occupy the leased premises to engage in the business of conducting a medical practice and for no other purpose without the written consent of the Landlord. Tenant shall not violate any certificate of occupancy affecting the leased premises or use the leased premises in anyway which would either: void or make voidable any insurance then in force with respect thereto; make it impossible to obtain fire or other perils insurance; cause or likely to cause structural damage to the building or any part thereof; or, which will constitute a public or private nuisance.
9. Alterations and Improvements. Structural alterations, additions or improvements to the leased premises may be made by the Tenant with the written consent of the Landlord.
10. Liens. Tenant shall not permit any liens to be placed on the leased premises.
11. Damage or Destruction by Fire or other Casualty. If the leased premises are damaged or destroyed in whole, or in sufficient part so as to materially interfere with Tenant's operation of its business, by fire or other casualty, this Lease shall terminate, and the Tenant's liability for rent and under all other provisions of this Lease shall terminate. In case of such damage or destruction, Tenant may at its expense (except as herein provided for the application of insurance moneys) restore, rebuild, or repair the same in accordance with plans and specification to be submitted to and approved by the Landlord. The insurance proceeds shall be used for such restoration, rebuilding, or repairing, but if said proceeds shall be insufficient therefore, Tenant shall pay the deficit. If the Tenant elects not to restore, rebuild, or repair, it shall demolish and clear the portion or portions of the leased premises affected by such fire or casualty, and Tenant shall be entitled to have the proceeds of insurance applied to such expense of such work. If the insurance proceeds exceed the amount spent by the Tenant under this section, such excess insurance proceeds shall be long to the Landlord.
12. Right to Enter, etc. Landlord shall have the right during Tenant's normal business hours or by agreement between landlord and Tenant, with 48 hours of advance notice, to enter the leased premises for any purpose Landlord may deem necessary or desirable, except in the case of an emergency. The Landlord shall have the right to exhibit the leased premises for sale or rent at reasonable times, and to place a for sale or for rent sign on the leased premises during the last six (6) month of the term, unless Tenant has provided Landlord with a written request to extend the lease pursuant to Paragraph 2 of this agreement, and the Landlord and Tenant have not agreed upon the terms of such extension, or if the Landlord, in writing, advises Tenant that the lease shall not be extended.

13. Indemnification of Landlord. The Landlord shall not be responsible for any defect, latent or otherwise, on or in the leased premises, or for any damage to the leased premises, or to any person, firm, corporation, or governmental authority by reason of any matter of thing existing or occurring on or above the leased premises occasioned by the Tenant. Tenant hereby assumes all risk, responsibility, and liability with reference to the present and future condition, Tenant ability, management, operation, and control of the leased premises. Tenant agrees to and shall indemnify and save Landlord harmless against and from any and all claims by or for any person, firm, corporation, or governmental authority arising from the condition of, the management of, or conduct of, or any work or other thing whatsoever done in or about the leased premises occasioned by the tenant.
14. Surrender. Upon the termination of this Lease, Tenant shall deliver the leased premises to Landlord in broom swept clean condition and in the same condition as it was at the beginning of this Lease, ordinary wear and tear excepted. Upon termination of this Lease, Tenant has the right to remove all of its fixtures and personal property provided, however, Tenant shall be obligated to repair any damage caused by such removal.
15. Default. If the Tenant shall default in the payment of rent or any other payment hereunder, and such default shall continue for ten (10) days after Landlord notified Tenant thereof, or if either party or parties shall be in default under any other provisions of this Lease and such default shall continue to exist after thirty (30) days' notice thereof to the defaulting party or parties, the Landlord may terminate this Lease and take possession of the leased premises (if Tenant be the defaulting party) or Tenant may terminate this lease and surrender possession of the leased premises to the Landlord (if Landlord be the defaulting party). Such determination shall be without prejudice to the recovery of damages against the defaulting party or parties for breach of this Lease. Waiver by either party or parties of any default by the other or others shall not constitute a waiver of any other default hereunder. The prevailing party shall be awarded reasonable attorney's fees and court costs incurred in any lawsuit involving this Lease.
16. Notices. All notices, consents, demands and requests which may be or are required to be given by either party or parties to the other party or parties shall be in writing and either personally delivered or sent by United States Certified Mail, with a Return Receipt Requested, addressed as follows:

To Landlord: PSA Management, LLC pchay@wi.rr.com
2720 Old Mill Drive (262) 633-7090
Racine, WI 53405

To Tenant: Elliott Visions Center, Inc.
2722 Old Mill Drive
Racine, WI 53405

17. Signage. Subject to municipal approval, Tenant shall be permitted to use the existing signage sizes and locations.

18. Right of First Refusal. If Landlord advises Tenant that it has decided to sell leased premises, or if Landlord receives a third party offer to purchase the leased premises, Tenant shall have 60 days to negotiate a written offer to purchase with Landlord, or 30 days to elect in writing to purchase the leased premises upon the same terms and conditions as the offer submitted by the third party.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date and year first written above.

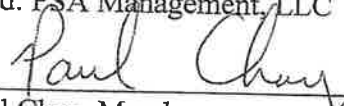
Signed and sealed in
the presence of:



Denise Proctor

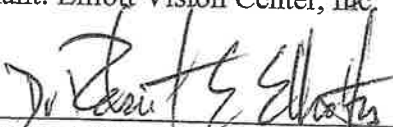
Landlord: PSA Management, LLC

By:


Paul Chay, Member

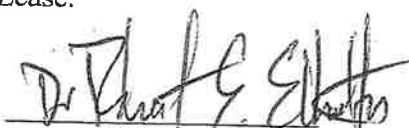
Tenant: Elliott Vision Center, Inc.

By:


Robert Elliott, President

Personal Guarantee

For good and valuable consideration, I, Robert Elliott, do hereby personally guarantee the obligations of Elliott Vision Center, Inc. under this Lease.


Robert Elliott

LEASE AGREEMENT

THIS AGREEMENT is made effective as of this 13th day of October, 2015, between PSA Management, LLC ("Landlord"), and Elliott Vision Center, Inc. ("Tenant").

1. Lease of Property. Landlord hereby agrees to lease to Tenant the real estate and building located at 2722 Old Mill Drive, Racine, WI 53405 (the "leased premises"), consisting of approximately 3,350 sq. ft. as highlighted on attached Exhibit "A."

2. Term. The term of this Lease shall be for a period of three (3) years, commencing on the 15th day of October, 2015, and ending on the 14th day of October, 2018, both dates inclusive, unless sooner terminated as herein provided. The Lease may be extended as agreed in writing by both parties. Requests to extend the term by Landlord or Tenant shall be in writing and submitted to the other party at least 90 days prior to the expiration of the lease term.

3. Rent. The Tenant shall pay as rent during the term of the Lease the total amount of \$ 70,344.00, payable in equal monthly installments in advance of \$ 1,954.00, on or before the 1st day of each month during the term of the Lease.

4. Taxes. Landlord shall pay, as they become due and payable, all real property taxes, assessments, fees, and public charges levied against the leased premises and due during the term of this Lease, or arising by reason of its occupancy or use thereof. Tenant shall pay all personal property taxes and provide Landlord with proof of payment.

5. Utility Charges. Tenant shall pay all charges for water, sewer, electricity, gas, telephone, internet and any other utilities furnished to the leased premises. Tenant may reasonably use Timer's dumpster for disposal of garbage.

6. Repairs. Tenant accepts the leased premises in their current "as is" condition, including existing built-in cabinetry which shall remain on the leased premises. Tenant does not rely upon any warranties or representations, either oral or written, as to the condition of the leased premises, accept as may otherwise be contained herein. During the term of the Lease, Tenant shall, at its expense, maintain the leased premises in as good of condition and repair as the leased premises were upon commencement of this Lease (ordinary wear and tear excepted). Upon the termination of this Lease, Tenant shall deliver the leased premises to Landlord in the same condition as it was at the beginning of this Lease, ordinary wear and tear excepted. Landlord shall ~~at no time and in no circumstance be under any obligation to maintain, repair, or rebuild the building or the leased premises or any part thereof.~~ *PC 10/12/16 10/12/15 exterior of the building.*

7. Insurance. During the term of this Lease, the Tenant shall insure the leased premises and anything therein belonging to the Tenant against loss or damage by fire, general liability and the perils covered by the standard policy of extended coverage insurance, and pay premiums related thereto, in an amount equal to at least 100 % percent of the full replacement value thereof. Landlord shall also provide and keep in force general liability, hazard, umbrella

13. Indemnification of Landlord. The Landlord shall not be responsible for any defect, latent or otherwise, on or in the leased premises, or for any damage to the leased premises, or to any person, firm, corporation, or governmental authority by reason of any matter or thing existing or occurring on or above the leased premises occasioned by the Tenant. Tenant hereby assumes all risk, responsibility, and liability with reference to the present and future condition, Tenant ability, management, operation, and control of the leased premises. Tenant agrees to and shall indemnify and save Landlord harmless against and from any and all claims by or for any person, firm, corporation, or governmental authority arising from the condition of, the management of, or conduct of, or any work or other thing whatsoever done in or about the leased premises occasioned by the tenant.

14. Surrender. Upon the termination of this Lease, Tenant shall deliver the leased premises to Landlord in broom swept clean condition and in the same condition as it was at the beginning of this Lease, ordinary wear and tear excepted. Upon termination of this Lease, Tenant has the right to remove all of its fixtures and personal property provided, however, Tenant shall be obligated to repair any damage caused by such removal.

15. Default. If Tenant shall default in the payment of rent or any other payment hereunder, and such default shall continue for ten (10) days after Landlord notifies Tenant thereof, or if either party or parties shall be in default under any other provisions of this Lease and such default shall continue to exist after thirty (30) days notice thereof to the defaulting party or parties, the Landlord may terminate this Lease and take possession of the leased premises (if Tenant be the defaulting party) or Tenant may terminate this Lease and surrender possession of the leased premises to the Landlord (if Landlord be the defaulting party). Such determination shall be without prejudice to the recovery of damages against the defaulting party or parties for breach of this Lease. Waiver by either party or parties of any default by the other or others shall not constitute a waiver of any other default hereunder. The prevailing party shall be awarded reasonable attorney's fees and court costs incurred any lawsuit involving this Lease.

16. Notices. All notices, consents, demands, and requests which may be or are required to be given by either party or parties to the other party or parties shall be in writing and either personally delivered or sent by United States Certified Mail, with a Return Receipt Requested, addressed as follows:

To Landlord: PSA Management, LLC pchay@wi.rr.com
2720 Old Mill Drive 262-633-7090
Racine, WI 53405

To Tenant: Elliott Vision Center, Inc.
2722 Old Mill Dr.
Racine, WI 53405

16. Assignment. Tenant may not assign this Lease or sublet the leased premises, in whole or in part, without the consent of the Landlord, which shall not be unreasonably withheld.