

## **AGREEMENT**

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. {Statement of Business Relationship; Rights, Obligations}. Subject to the terms and conditions of this Agreement
2. {Fees, Payments, etc.}. You agree to give us money.
3. Term and Termination. The initial term of this Agreement will be for 9 years from the effective date of this Agreement. This Agreement will automatically renew for successive 10 years terms thereafter until terminated by either party. Either party may terminate this Agreement at any time before its initial term (or any renewal term) is completed, for any reason or for no reason at all, provided that at least 2 days' advance written notice of termination is given to the non-terminating party by the terminating party.
4. Applicable Law; Construction. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. This Agreement will at all times and in all events be construed as a whole, according to its fair meaning, and not strictly for or against any party.
5. Counterparts. This Agreement may be executed in counterparts, with the same effect as if both parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.
6. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties and supersedes all proposals, commitments, writings, negotiations, and understandings, oral and written, and all other communications between the parties relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except in writing duly executed by all of the parties.
7. Parties Bound. This Agreement will be binding upon, and inure to the benefit of, each of the parties hereto to the extent applicable to them and their respective successors and assigns.
8. Mutual Understanding. Each party has read this entire Agreement, fully understands the contents hereof, has had the opportunity to obtain independent advice as to its legal effect, and is under no duress or obligation of any kind to execute it. This Agreement reflects the mutual understanding of the parties with respect to all subject matter addressed herein and will be construed accordingly.
9. Notice. Except as expressly provided to the contrary herein, any notice required or permitted under this Agreement will be deemed sufficiently given if in writing and personally delivered, transmitted by facsimile, or sent by certified mail (postage prepaid) to the party at the address set forth beneath its signature below or at such other address as the party may subsequently designate.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.