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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

MULTI-COLOR CORPORATION, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 26-10910 (MBK)

(Jointly Administered)

**LIMITED OBJECTION OF MARQUETTE13 LLC TO  
CONFIRMATION OF THE JOINT PREPACKAGED PLAN OF ORGANIZATION OF  
MULTI-COLOR CORPORATION AND ITS DEBTOR AFFILIATES PURSUANT TO  
CHAPTER 11 OF THE BANKRUPTCY CODE WITH RESPECT TO ASSUMPTION OF  
MARQUETTE13 LLC’S LEASE AND REQUEST FOR RECOGNITION OF AND  
PAYMENT OF CURE CLAIMS**

Marquette13 LLC (“Landlord”) hereby files this *Limited Objection of Marquette13 LLC to Confirmation of the Joint Prepackaged Plan of Organization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code with Respect to Assumption of Marquette13 LLC’s Lease and Request for Recognition of and Payment of Cure Claims* (the “Limited Objection and Cure Request”) pursuant to 11 U.S.C. §105, 365, 1123, 1124 and 1129,

<sup>1</sup> The last four digits of Debtor Multi-Color Corporation’s Tax Identification Number are 5853. A complete list of each of the Debtors (collectively, the “Debtors”) in these chapter 11 cases (the “Cases”) may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/MCC>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.



and Rules 3017, 6006, and 9014 of the Federal Rules of bankruptcy Procedure. In support of this Limited Objection and Cure Request, Landlord states as follows:

**I. PRELIMINARY STATEMENT**

1. Landlord does not oppose the assumption of its lease by Debtors under a plan of reorganization provided that such assumption comports with the provisions of the Bankruptcy Code and that Landlord's rights and claims under its lease (including its "cure" claims) are fully recognized, preserved and protected particularly as Landlord is deemed to be "unimpaired" under the Debtors' proposed plan.

**II. BACKGROUND AND CONFIRMATION OBJECTION**

2. Debtors filed their Chapter 11 bankruptcy cases on January 29, 2026.

3. One of the Debtors, W/S Packaging Group, LLC. (the "Lease Debtor"), is the current tenant, and Landlord is the current landlord, under the *Lease*, dated March 27, 2002, as thereafter amended in the *Lease Amendment* (the "First Amendment") and the *Second Amendment to Lease, dated March 22, 2017* (the "Second Amendment") (the "Lease"). The Lease covers certain real property and improvements located at 303 Marquette Avenue, Oak Creek, Wisconsin (the "Property"). Lease Debtor is currently occupying and operating one of its facilities at the Property, which consists of a building and improvements (the "Building") and adjacent land, which includes a parking lot (the "Parking Lot").

4. To date, Lease Debtor has neither assumed nor rejected the Lease. Debtors, including the Lease Debtor, have also not filed their Schedules of Assets and Liabilities in the Cases, reflecting obligations owed to their creditors, including the Landlord, nor have they filed any "cure" or other schedule or list related to the assumption of their Unexpired Leases, including the Lease, setting out "cure" or other amounts owed to their landlords.

5. Under the *Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 17] (the “Plan”), Debtors proposed to assume the Lease unless the Lease (a) was previously assumed or rejected by Debtors, (b) previously expired or terminated by its terms, or (c) was the subject of a rejection motion as of the Plan’s Effective Date. *See* Plan, Article V, Section A, on page 41. The Plan also provides that the assumption of Debtor’s Unexpired Leases are effective as of the Effective Date of the Plan, without the need for any further notice to or action, order or approval of the Bankruptcy Court. *Id.* To the extent that the Plan provides that the assumption date of the Lease may extend past the entry date of an Order confirming the Plan, Landlord objects to the Plan as Section 365(d)(4)(A)(ii) of the Bankruptcy Code clearly requires that the Debtors assume the Lease, assume and assign the Lease, or reject the Lease not later than the date of entry of an Order confirming the Plan. *See* 11 U.S.C. §365 (d)(4)(A)(ii).

6. The language in the proposed Plan flies in the face of the provisions of 11 U.S.C. 365(d)(4)(A)(ii) which provides: “an unexpired lease of nonresidential real property under which the debtor is the lessee *shall be deemed* rejected, and the trustee *shall immediately surrender* that nonresidential real property if the trustee does not assume or reject the unexpired lease by the earlier of ... (ii) the date of the entry of an order confirming a plan.”

7. In Debtors’ jointly administered Cases, confirmation of the Debtors’ proposed Plan is currently scheduled to occur on March 17, 2026 (subject to Court availability) which is approximately 47 days following the Petition Date. Debtors’ Chapter 11 Cases were always anticipated to be prepackaged Chapter 11 Cases and the current Plan confirmation timeline has been agreed to by Debtors and certain of their secured lenders who backstop the Plan. Thus, in accordance with the provisions of 11 U.S.C. 365(d)(4)(A)(ii), Debtors were clearly aware that by

the time the confirmation order was entered, the Lease should be assumed. This is particularly true as Debtors' Plan treats parties like Landlord as "unimpaired" such that they do not vote on the Plan, being deemed to accept it. No provision is made in the Bankruptcy Code or elsewhere under applicable law for the Debtors to make assumption or rejection of leases conditioned on the "Effective Date" of a plan, which here will occur after the date of entry of any Order confirming the Plan. Therefore, the Plan does not comply with Section 1129(a)(1) of Title 11 of the United States Code and cannot be confirmed by the Court with respect to Debtors' leases, including the Landlord's Lease.

8. The Plan also seems to allow Debtors an impermissible option with respect to assumption or rejection of the Lease by allowing Debtors to confirm their Plan with the Lease apparently assumed but thereafter reject the Lease post-confirmation (and even post-Effective Date) if the cure and other obligations which they would have to satisfy in connection with assumption of the Lease is not to their liking and is disputed. *See* Plan, Article V, Section C, on page 42 ("The Debtors and Reorganized Debtors, as applicable, reserve their right **at any time** to move to reject any Executory Contract or Unexpired Lease based upon the existence of any such unresolved dispute"). Again, no provisions of the Bankruptcy Code, including sections 365 or 1123, provide for such a post-confirmation option process, which would be severely detrimental to Debtors' landlords, who will have no certainty that their leases will actually be assumed even though Debtors represented that such leases would be assumed upon confirmation of their Plan and that such landlords were unimpaired.

9. Accordingly, the confirmation of the Plan should be denied or, to the extent the Court determines to confirm the Plan, then the Plan must be modified to provide that the Lease Debtor's assumption of the Lease be effective as of the entry date of any Order confirming the

Plan and any such Order confirming the Plan should make it clear that Landlord's Lease is deemed assumed as of the entry date of that confirmation Order – not some subsequent other date, and direct the Debtors to immediately perform their cure and other obligations under 11 U.S.C. 365(b)(1)(A-C) in connection with the assumption of the Lease.

**III. REQUEST FOR RECOGNITION, PRESERVATION  
AND PAYMENT OF CURE CLAIM**

10. Section 365(b)(1)(A) of the Bankruptcy Code provides, in pertinent part: “if there has been a default in an ... unexpired lease of the debtor, the trustee may not assume such ... lease ... unless, at the time of assumption of such ... lease ..., the trustee (A) cures, or provides adequate assurance that the trustee will promptly cure, such default...” *See* 11 U.S.C. §365(b)(1)(A).

11. Presently, Lease Debtor has defaulted under the Lease by failing to timely pay Landlord pursuant to the terms of the Lease. As of the date of this Limited Objection and Cure Request, the current “cure” amount due that the Lease Debtor owes Landlord is \$230.65, a sum that will increase significantly to the extent Lease Debtor fails to timely meet its on-going obligations under the Lease, including maintenance and repair obligations under the Lease.

12. In that regard, under the terms of the Lease, including the Second Amendment, the Lease Debtor is responsible for properly taking care of the Building and performing necessary maintenance and repairs at the Lease Debtor's sole cost and expenses. In particular:

(a) Article VII, Sections 7.1 and 7.2, on page 7 of the Lease, provides that the tenant, at its sole cost and expense, shall take good care of the Premises, keep the Premises in good condition (ordinary wear and tear excepted), and be solely responsible to perform all maintenance, repairs, replacements, renewals, alterations, additions, and betterments, of every nature to the interior and exterior of the Premises.

(b) Article VII, Section 7.3, on page 8 of the Lease, states that the “[l]andlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Premises.”

(c) Article X, Section 10.1, on page 9 of the Lease, provides that upon any default of tenant, landlord’s providing notice of such default, and upon tenant’s failure to timely cure such default, that landlord “may, but shall be under no obligation to” make any repair or perform any other act on Tenant’s part as provided for in the Lease “without waiving or releasing tenant from any obligation contained” in the Lease. Article X, Section 10.1, on page 9 of the Lease, further provides that “[n]othing contained in this Lease shall be deemed as a waiver or release of Tenant from any obligation of Tenant under this Lease.”

13. Numerous repairs are necessary to the Building which are the responsibility of the Lease Debtor as tenant under the terms of the Lease. Landlord has regularly and repeatedly contacted the Lease Debtor, as tenant under the Lease, regarding the necessary and required maintenance and repairs needed on the Building but Lease Debtor has not been responsive or cooperative with Landlord on such matters, including Landlord’s requests for site visits so that Landlord and its agents can fully and appropriately inspect the Building in order to determine the nature, scope and extent of the necessary repairs and so that Landlord can obtain relevant information on the potential costs of the needed repairs. Additionally, Debtor has failed to obtain its own quotes or complete the necessary and required maintenance and repairs needed on the Building.

14. Based on the information that Landlord has been able to obtain, repairs are necessary to the roof of the Building which will need to be replaced. Also, there are many other repairs necessary to the Building, including painting, brick and wall fixes, door repairs and

replacements, Concrete replacement for the Loading Docks, and other general repairs. Landlord has sought quotes and estimates for the roof repairs and the other necessary repairs and those initial quotes and estimates reflect potential repair costs as follows:

- (a) Roof Replacement - \$595,813.00;
- (b) Concrete Replacement for the Loading Docks - \$78,500.00;
- (c) Door Replacements - \$66,000.00; and
- (d) Other General Building Repairs - \$140,000.00.

A copy of the initial repair quote of MSI General Corporation, a repair contractor, obtained by Landlord for the necessary repairs to the Building with estimated costs of such repairs is attached hereto as Exhibit "A" and incorporated herein by reference.

15. Further, the Parking Lot at the Property needs to be replaced. Section 2 and Exhibit A 1.a. of the Second Lease Amendment provide that the Landlord is to refurbish certain portions of the Premises at the Landlord's cost and expense, except that the Landlord is to replace the Parking Lot at Tenant's sole cost. Landlord has completed its refurbishment work as required and is ready to undertake the Parking Lot replacement and has obtained an estimate for that work from MSI General Corporation of \$179,568.00. *See* Exhibit A, Item 2, on page 1 (amount is full replacement cost for the Parking Lot). Again, however, Lease Debtor is not being responsive or cooperative with Landlord in connection with the Parking Lot replacement and has asserted that it has no obligation to pay for same, contrary to the specific provisions of the Lease.

16. The Building repairs and the Parking Lot replacement are clearly obligations of the Lease Debtor under the Lease. The costs for such items have not been fully determined due, in part, to Lease Debtor's actions, although Landlord has been seeking to obtain appropriate

quotes and estimates. *See again*, Exhibit “A”. Landlord has not engaged contractors to begin such necessary repair and replacement work but will do so in the near future. While Landlord does not believe these matters would fall under Lease Debtor’s cure obligations in connection with assumption of the Lease as a result, nonetheless, out of abundance of caution, they are set forth herein if determined to be subject to the lease “cure” provisions of section 365(b)(1)(A) of the Bankruptcy Code as the Plan provides that any “cure” claims not asserted against Debtors within 20 days after the Effective Date are disallowed, and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized Debtor, without the need for any objection or any further notice to or action, order, or approval of this Court. *See Plan*, Article V, Section C on page 42. Thus, Landlord specifically asserts that Lease Debtor is obligated for the repairs and replacement costs under the Lease as described herein and reserves all rights, including “cure claim” rights related thereto.

17. Moreover, under the Plan, Landlord is treated as unimpaired and, thus, Landlord’s rights to assert and enforce its repair and replacement claims must be fully recognized and protected, and the Court should find in any Order confirming the Plan that such claims are fully reserved, preserved, and enforceable and are not impacted by confirmation of the Plan and the Lease Debtor’s discharge thereunder. Indeed, Debtors served the *Notice of Non-Voting Status to Holders or Potential Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan, Holders or Potential Holders of Impaired Claims Deemed to Reject the Plan, and Holders or Potential Holders of Disputed Claims* (the “Unimpaired Notice”) on Landlord, which action further supports Landlord’s claims here.

18. Landlord also asserts that Lease Debtor must compensate Landlord for its actual pecuniary losses suffered by Landlord resulting from Lease Debtor's defaults under the Lease and in connection with the proposed assumption of the Lease. Landlord is entitled to be reimbursed under the terms of its Lease, and pursuant to section 365(b)(1)(B) of the Bankruptcy Code, for its actual pecuniary losses, including, but not limited to, attorneys' fees and costs incurred in responding to and directly resulting from Lease Debtor's defaults, as well as to matters related to the assumption of the Lease as part of the Debtors' contemplated Plan confirmation process in the Cases. *See* Lease, Article X, Sections 10.1 and 10.2, on page 9 of the Lease, Article XI, Section 11.7, on page 11 of the Lease, and Article XI, Section 11.8(c), on page 12 of the Lease (providing for Landlord's recovery of reasonable attorney fees as part of its actual pecuniary loss in connection with the Lease Debtor's assumption of the Lease in a bankruptcy case of the Lease Debtor). As of the date hereof, Landlord has incurred attorneys' fees and costs in connection with the enforcement of its rights under and with respect to its Lease in the approximate amount of at least \$7,000.00, which amount must be added to and included in Landlord's claims related to assumption of the Lease, and which amount will increase as Landlord has to continue to incur legal fees and expenses to protect and enforce its Lease rights set out in the Lease as described herein.

19. In addition, the amount of Landlord's cure claim is subject to upward adjustment for any amounts that are billed or become due under the Lease after the date hereof including, without limitation, any year-end additional rent true-up amounts and other reconciliations that may later be billed by Landlord (the "Lease Reconciliations"). In connection with the assumption of the Lease, the Court should require in the Confirmation Order or other order approving assumption of the Lease that Lease Debtor to pay any and all Lease Reconciliations as and when

they become due and payable under the Lease, regardless of when such charges arise.

20. The Lease, in Article V, Section 5.6, on page 6 of the Lease, also provides that Lease Debtor must indemnify and hold harmless Landlord from and against any losses relating to certain identified claims, and thus, upon any approved assumption of the Lease, the Lease Debtor should remain responsible for losses arising from events which may have occurred before the assumption of the Lease, but which are not asserted or made known to Landlord (and possibly the Debtors) until after the Lease is assumed as both cure and adequate assurance of future performance (under section 365(b)(1)(C) of the Bankruptcy Code). Accordingly, the Confirmation Order or other Order providing for the assumption of the Lease should require that the Lease Debtor shall remain liable to pay any and all indemnification obligations as, and when, they become due and payable under the Lease to Landlord, regardless of when they arose.

#### **IV. RESERVATION OF RIGHTS**

21. Landlord reserves the right to supplement this Limited Objection and Cure Request with additional charges, obligations and costs (including, without limitation, additional attorney's fees and expenses and unpaid post-petition rent and other Lease charges) that may arise under the Lease prior to the date of any assumption of the Lease.

#### **V. PRAYER**

WHEREFORE, Landlord respectfully requests that the confirmation of the Plan be denied for the reasons set out above or, to the extent that the Court determines to confirm the Plan, that the Plan be deemed modified to provide that assumption of the Lease is effective as of the entry date of any Order confirming the Plan and any such Order confirming the Plan should make it clear that the Lease is deemed assumed as of the entry date of such Order – not some other date – and that the Lease Debtor shall timely and fully perform and satisfy all of its Lease

obligations to Landlord under the Lease existing or arising in the future under section 365(b)(1)(A-C) of the Bankruptcy Code as detailed herein and that Landlord's lease rights and claims thereunder are fully reserved, preserved, and enforceable and are not impacted by confirmation of the Plan and the Lease Debtor's discharge thereunder. Landlord also requests that the Court grant it such other and further relief as is just and proper.

Dated: March 3, 2026.

Respectfully submitted,

**STARK & STARK, P.C.**

/s/ Joseph H. Lemkin

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**COUNSEL FOR MARQUETTE13 LLC**

# Exhibit A

## Limited Objection and Cure Request



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March 2, 2026  
Proposal #P13864

Jason Bechen, CFO  
Alligator Holdings, LLC  
N30W22377 Green Road, Suite A  
Waukesha, WI 53186 USA

Dear Jason:

On behalf of our entire DesignBuild team at MSI General Corporation, it is our pleasure to provide you with this proposal for various remodeling and building maintenance items at your property located at 303 W Marquette Avenue in Oak Creek, WI. This proposal is based on the various meetings/site visits with you, submitted bids from various sub-contractors and your team as detailed in the following documents. We have also completed a walkthrough with some comments from our construction team, which is provided as an additional attachment to this proposal. Please note that all costs below include a 15% markup to cover MSI General Design/Build costs.

1. Roof Replacement \$595,813
  - a. Quote from Waukesha Roofing plus additional 5% contingency
  - b. Brings the building up to the current code
  
2. Paving Replacement – Mill and Overlay \$80,850
  - a. Suburban Asphalt Quote - Mill and Overlay base cost plus 10% contingency
  - b. IF full replacement is needed ADD \$98,718
  
3. Concrete Replacement – Loading Docks \$78,500
  
4. Door Replacements
  - a. Six Exterior Doors \$30,000
  - b. Three Overhead Doors \$36,000
  
5. Other Considerations
  - a. General Remodeling/Spruce up Allowance \$50,000
  - b. Tuckpointing/Painting of Exterior Allowance \$75,000
  - c. Dock Shroud/bumper Upgrades Allowance \$15,000

Alligator Holdings – 303 W Marquette  
Proposal #13864

## **ADDITIONAL INFORMATION**

MSI General Walkthrough email summary by Dustin Bell, dated 2/25/26 as well as marked up floor plan A000

## **CONTINGENCY**

Contingency is an amount of money (either specific or percentage) that is included in a contract for unknown, unforeseen, or unanticipated costs. There are two types of Contingencies: **MSI General** and **Owner**.

The **MSI General Contingency** is under the control of the contractor and does not require authorization from the owner to use funds. We have included \$0 as a MSI General Contingency for this project at this time.

An **Owner Contingency** is exclusively for the use of the owner. MSI General cannot charge items to an Owner's Contingency without authorization via a written Owner Change Order. We have included \$0 as an Owner Contingency for this project.

## **ALLOWANCES**

Allowances are included in our proposal for a defined item (or group of items) where not enough information is currently available to provide an accurate cost. Allowances are the Owner's financial risk. If the actual costs exceed the allowance, the owner is liable for the overage. Conversely, if actual costs are less than the allowance, the owner is returned the difference. All allowance amounts are listed below and each allowance must be reconciled prior to overall project completion. Specific allowances are defined above in the scope of work and in the schedule of values spreadsheet.

**All Costs given above are allowances at this time**

## **EXCLUSIONS**

We have excluded the following from our project:

Costs to remove, fill or otherwise modify unmarked buried objects, utilities, existing underground walls, voids or unsuitable soils.

Alligator Holdings – 303 W Marquette  
Proposal #13864

Services of geotechnical engineers have not been included in this contract. Services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions. If required, Owner shall provide Design-Builder with written reports and appropriate recommendations from such engineers.

De-watering of the project site

Winter protection, snow removal, frost breaking, construction electricity, heating of materials, temporary heat or heat during construction

Charges for providing utilities, including but not limited to water, sewer, electricity and natural gas (liquid propane)

Utility connection charges, fees, special assessments, etc. may include but are not limited to gas, electricity, cable TV, internet, storm sewer, sanitary sewer or water.

Municipal fees, such as impact fees, other than municipal review fees and standard local building permit fees for construction

## **SCOPE OF WORK AND PRICE ADJUSTMENTS**

Changes in the scope of work and price will be conducted via an Owner Change Order. Owner Change Order to be authorized in advance of the work taking place.

## **PLANS**

State and/or City approved drawings, if needed, are included and shall consist of foundation plan with details, anchor bolt layout, plot plan, floor plan, necessary elevations and sections through the building.

All renderings or other artistic depictions of the Project, if provided, are for discussion purposes only, and are not intended to be construed or used as Construction Documents or other such actionable, constructible, or budgetary documentation.

Local permits shall be the responsibility of MSI General Corporation.

## **BUILDING CODE**

### **The Code**

The State of Wisconsin has currently adopted the following codes:

IBC 2021 (International Building Code – SPS 362)

IEBC 2021 (International Existing Building Code)

IMC 2021 (International Mechanical Code – SPS 364)

Alligator Holdings – 303 W Marquette  
Proposal #13864

SPS 381-387 2024 (Wisconsin Plumbing Code)  
NEC 2017 (NFPA 70 National Electric Code – SPS 316)  
IECC 2021 (International Energy Conservation Code – SPS 363)  
IFC 2021 (International Fire Code)  
ICC A117.1 2017 (Accessibility Code)

Local municipalities and/or Authorities Having Jurisdiction (AHJ) may have requirements that supersede codes listed above. If such local ordinances and/or codes will impact your project, MSI General reserves the right to present any such additional requirements, along with related costs, to the Owner within ten (10) days of being officially notified of such additional requirements.

## **WORKMANSHIP**

All materials contained herein or shown on our drawings are included unless specifically stated herein, or under accepted alternates. Workmanship shall be by experienced personnel, regularly employed in their respective trades.

## **FREIGHT**

All freight or shipping charges are included.

## **GUARANTEE/WARRANTY**

MSI General is pleased to include an ONE YEAR WARRANTY on all our materials and workmanship. We will contact you 6 months and 11 months after completion to ensure your continued satisfaction with the work.

All equipment warranties, product guarantees and operating manuals for the material and equipment installed in this project will be furnished to you in our “As-Built” package with a complete set of final plans upon completion of the work.

## **GENERAL CONDITIONS**

Normal project general conditions are included as defined in the Scope of Work and accounted for in the Schedule of Values. We also refer to General Conditions as Project Requirements.

Alligator Holdings – 303 W Marquette  
Proposal #13864

## **FINAL CLEANUP**

Final Cleanup will consist of removing marks, stains, soils and dirt from all finished surfaces. We include cleaning and dusting of cabinets and countertops, doors and frames including trim, closets including shelving, stair railings, toilet partitions, electric wall plates, and other exposed surfaces. Above work to be cleaned on both horizontal and vertical surfaces.

We will vacuum carpet, sweep and clean (wet/damp mop) hard surfaced flooring, and machine scrub quarry tile and ceramic tile areas. Restrooms to be completely cleaned and sanitized including walls, fixtures, mirrors on all horizontal and vertical surfaces.

## **INSURANCE**

Property insurance written on a builder's risk "all-risk" basis sufficient to cover the total insurable value of the entire Project on a replacement cost basis and shall be the responsibility of the Owner. Coverage shall be no less than the amount of the initial Contract Price. This insurance shall be obtained before construction commences and shall be maintained until Completion.

The owner and MSI General will mutually list the other as additionally insured for General Liability, Automobile Liability and Umbrella Insurance and share copies of policy prior to start of construction.

## **MISCELLANEOUS PROVISIONS**

A survey with written legal description to describe physical characteristics, legal limitations and utility locations on the Project site has not been included in this contract, unless specifically stated in the Proposal, and shall be the responsibility of the Owner. The survey and legal description shall include grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; existing above and below grade utility services and lines, both public and private, above and below grade, including inverts and depths. The survey shall be referenced to a Project benchmark for use during construction.

MSI General shall have the right to include photographic or artistic representations of the design of the Project among MSI General's promotional and professional materials. MSI General shall be given reasonable access to the completed Project to make such representations. The Owner shall provide professional credit to MSI General in the Owner's promotional material for the Project.

Alligator Holdings – 303 W Marquette  
Proposal #13864

## **PROGRESS PAYMENTS**

MSI General will submit applications for monthly progress payments at the end of each month consisting of all labor and material incorporated into the work or suitably stored at the site during the month. The net amount invoiced will constitute the progress payment which will be due to MSI General on or before the 10th of the month following the month in which the work was completed.

Upon substantial completion of the entire work and in the event of occupancy and usage by Owner prior to final completion of the contract, MSI General shall be entitled to invoice not less than 95% of the contract price including changes of record.

Upon final completion of the project, MSI General will submit a final application for payment. The final payment shall be due within 30 days of receipt of this invoice by the Owner.

A service fee will be due MSI General on payments aged in excess of the above terms. This fee will be 1% per month unless the total of such fees exceeds 1/4 of 1% of the contract amount, in which case the interest rate shall be 2% per month.

## **CONFIRMATION OF FINANCING**

Confirmation of financing shall be furnished to MSI General Corporation upon authorization of agreement.

## **NOTICE OF LIEN RIGHTS**

As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Alligator Holdings – 303 W Marquette  
Proposal #13864

## PROPOSAL SUM

We propose to design and construct the building addition as described in this proposal for the sum of, tax included, **TBD Dollars (\$XXX.00) based on final selections of scope.**

NOTE: If the Acceptance portion of this proposal remains unsigned for a period of 15 days from the date of this proposal, it is subject to review.

MSI General reserves the right to adjust the proposal sum and the project schedule due to Owner-requested changes, unforeseen and/or currently unknown market adjustments in material costs, labor costs and delivery times. Any future adjustments to the project proposal sum and the project schedule will be presented to the owner for review and written approval.

We are pleased to provide this proposal to you. We are confident in our ability to provide you with a facility which will exceed your expectations. Please do not hesitate to contact us if you have any questions concerning this proposal. We look forward to your favorable consideration.

Sincerely,

MSI GENERAL CORPORATION



John Kutz  
Vice President, Director of Sales

**Total Contract Amount:** \$ \_\_\_\_\_

## ACCEPTANCE:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_