

## COMMERCIAL LEASE

- A. **PARTIES:** Century 21 Aspire Group LLC ("Landlord") agrees to lease to City of Manitowoc ("Tenant") and Tenant agrees to lease from Landlord the Premises (as defined in Section B, below) for the consideration and subject to the terms and conditions hereof.
- B. **PREMISES:** The "Premises" is commonly known as **824 South 8<sup>th</sup> Street, Manitowoc, Wisconsin** including the building, containing approximately 1180 square feet and all other improvements located on the property and all easements and appurtenances thereto, which property is legally described or depicted in Exhibit A and attached hereto and made a part hereof ("Premises").
- C. **TERM AND RENEWALS:** The initial term of this Lease is for One (1) year beginning on the 15<sup>th</sup> day of November, 2022, and shall continue until the 31<sup>st</sup> day of December, 2023. The Lease will then become month-to-month after December 31, 2023. Provided Tenant is not in default and does not otherwise terminate this Lease as provided herein, at the end of any given term, this Lease may renew for an additional period, each such period being One (1) year in length upon agreement of the parties. Tenant may choose to non-renew this Lease by providing written notice to Landlord no less than 90 days prior to the expiration of the then-current term. All of the terms and conditions of this Lease shall apply during the renewal periods, except that the rent shall be adjusted as provided below.
- D. **RENT:**
1. **Initial Rent:** During the initial term, Tenant shall pay as base rent for the Premises the sum of \$14,400.00 per year, payable in advance in equal monthly installments of \$1,200.00 per month (prorated for any partial month at the beginning or end of the Lease term), commencing on the 15<sup>th</sup> day of November, 2022 and on the first (1<sup>st</sup>) day of each calendar month thereafter.
  2. **Rent Adjustments:** Beginning with the lease year starting January 1, 2024 the rent will be escalated by Five percent (5%) annually to adjust for Inflation, unless the parties agree to such increase taking place sooner.
- All rent shall be paid without notice or demand and without relief from valuation or appraisal laws to Landlord at the address set forth at the end of this Lease, or at such other address as Landlord may specify by written notice at any time.
- E. **LATE CHARGE:** Tenant shall pay a late charge of One percent (1%) of the monthly rent immediately upon demand if any payment is more than ten (10) days late.
- F. **Intentionally Deleted**
- G. **ACCEPTANCE OF PREMISES:** Tenant has examined the Premises before signing this Lease and is satisfied, except as to the following alterations, improvements, repairs, decorating and cleaning to be performed by Landlord: none. Subject to the foregoing, Tenant's taking possession shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part, and no representation respecting the condition of the Premises or the building, has been made by Landlord to Tenant, except as set forth herein.

Subject to the provision of this Section G, Tenant takes the property in an as-is, where-is, condition, and Landlord makes no warranties (express or implied) and expressly disclaims the same as to the condition and appropriateness of the Premises for the Intended Use (as defined below).

- H. **USE OF PREMISES:** The Premises or any part hereof, shall only be used for the Manitowoc Visitor Center (the "Intended Use"). Tenant agrees not to use or permit the use of the Premises for the generation, storage, treatment, use, transportation or disposal of any chemical, material or substance that could pose a hazard to the health or safety of other tenants, occupants and employees in the Building other than the storage and utilization of products and supplies incidental to the Intended Use, provided such storage and utilization is in compliance with applicable laws, ordinances, rules and regulations.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises

- I. **REAL ESTATE TAXES:** The real estate taxes for the Premises shall be paid by Tenant, to Landlord in full when due, upon submission of tax payment invoices to Tenant by Landlord. Personal property taxes assessed with respect to Tenant's business personal property shall be paid solely by Tenant. In the event a portion of such year is not within the term of this Lease, such taxes shall be prorated as of the commencement or expiration date of the term hereof as the case may be.

J. **INSURANCE AND INDEMNIFICATION:**

1. Landlord shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts as Landlord shall deem appropriate, provided same are sufficient to protect Tenant's tenancy and right of occupancy hereunder. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Landlord shall further maintain commercial general liability insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, bodily injury, or fire damage coverage) covering the Building (and any common areas) against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000, and with general aggregate limits of not less than \$3,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies. The amounts paid hereunder shall be deemed an Operating Cost.
2. Tenant and Landlord shall each maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the other party, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

**K. UTILITIES, SERVICES AND OPERATING EXPENSES:**

1. Utilities and Services. Each utility and service listed below is to be paid directly to the provider by the party as indicated:

<u>Utility/Service</u>	<u>Tenant</u>	<u>Landlord</u>
Electrical Service	X	
Heat and/or Gas Service	X	
Telephone Service	X	
HVAC Maintenance (subject to provisions of Section L, below)	X	
Water Service	X	
Sewer Service	X	
Cleaning/Janitorial	X	
Trash Removal	X	
Lawn/Landscaping	X	
Snow Removal	X	
Fire Sprinkler System	X	
Alarm/Security System	X	
Internet Service	X	

\*there is a roof heater on the building that must be activated on November 15, 2022 and remain on and functioning until April 30, 2023 and during this period of time during any lease extensions.

The Landlord is providing the following equipment for the Tenant to use during the term of this Agreement at no further cost to the Tenant:

1 refrigerator	1 gray sofa
1 flat screen television	1 large coffee table
1 shelving unit system	1 sofa table
Large silver cabinet on wheels	4 leather chairs
1 dry erase board	round end tables

To the extent possible, Tenant shall be entitled to choose the provider of the above services, in its reasonable discretion, but Landlord shall make available, upon request, a list of preferred vendors to provide the above services. To the extent requested by Tenant, Landlord shall cooperate with Tenant to get any accounts for such services transferred/registered in the name of Tenant. The utilities to be paid by Tenant are those servicing only the Premises. Tenant shall not be responsible to the extent additional utilities are provided to portions of the property other than the Premises. To the extent Landlord pays any of the above and seeks reimbursement from Tenant regarding the same, Landlord shall provide documentation evidencing such charge when requesting such payment. In the event Tenant overpays any obligation hereunder, Landlord shall return such overpayment or apply the same to future amounts owed by Tenant, at Tenant's request.

2. Operating Costs. It is the intention of the parties and they hereby agree that this shall be a triple net Lease, and, *except as specifically set forth elsewhere herein*, Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Costs as hereafter defined while this

Lease is in effect. The term "Operating Costs" shall include all costs to Landlord of operating and maintaining the Building and related parking areas and shall include, without limitation, real estate and personal property taxes and assessments, management fee, heating, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Building and related parking areas, unless expressly excluded from operating expenses. Notwithstanding the foregoing, Operating Costs (and Tenant's obligations in relation thereto) shall not include (i) any expense chargeable to a capital account or capital improvement, ground leases; principal or interest payments on any mortgage or deed of trust on the premises; (ii) any amount for which Landlord is reimbursed through insurance, by third persons, or directly by other tenants, (iii) repair costs occasioned by fire, windstorm or other casualty, (iv) any construction, repair or maintenance expenses or obligations that are the sole responsibility of Landlord (not to be reimbursed by Tenant) as stated elsewhere herein, (v) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party, (vi) any expense representing an amount paid to an affiliate or subsidiary of Landlord which is in excess of the amount which would be paid in the absence of such relationship, and (vii) costs of items and services for which Tenant reimburses Landlord or pays third persons directly.

- L. **MAINTENANCE AND REPAIRS:** Tenant shall operate, maintain, repair, and keep the Premises in good order and condition, and make necessary repairs, replacements, alterations, and additions thereto whether or not required by Tenant's particular use. Tenant's obligations under this section extend to all aspects of the Premises, including but not limited to (i) all interior aspects of any buildings which form a part of the Premises (including but not limited to electrical, plumbing, and any other utilities which serve the Premises), all doors, heating, air-conditioning, and other mechanical installations; (ii) all exterior aspects of the buildings which form a part of the Premises, including but not limited to structural elements and exterior surfaces including, but not limited to, the roof, roof covering and membrane (including interior ceiling and coverings if damaged by leakage), exterior paint and all necessary structural repairs to the walls, concrete slab, footings, and foundation, exterior electrical and plumbing, gutters, sprinkler system (if any); and (iii) parking areas, access roads, curbs, and sidewalks; which make up the Premises, including but not limited to any subterranean utility infrastructure servicing the Premises. For the avoidance of confusion and not by way of limitation, Tenant's obligations under this Section include the provision of (i) trash and garbage service; (ii) maintenance of the landscaping; and (iii) the keeping of sidewalks and parking area clear of debris, snow, and ice. If Tenant fails to fulfil its obligations under this Section, Landlord may perform such obligations. Tenant shall immediately reimburse Landlord for all expenses Landlord incurs in performing Tenant's obligations. Such reimbursements shall be considered Additional Rent.

Tenant shall not be responsible for paying any maintenance or other costs (and such amounts shall not be included in the calculation of Operating Costs) related to any amounts due as a result of Landlord's (or any of its respective agents, invitees, contractors, employees or other representatives) negligence or willful misconduct. If Landlord fails or refuses to perform any required maintenance or to make any required repairs or replacements within a maximum period of ten (10) days after notice from Tenant (or, in the case of an emergency, within one (1) day), then Tenant may, but shall not be obligated to perform any such maintenance or make any such repairs and replacements for Landlord's account.

- M. **ASSIGNMENT AND SUB-LEASE:** Neither this Lease nor any other rights, interests or obligations under this Lease shall be assigned by the tenant without the prior written consent of the Landlord (which shall not be unreasonably withheld); provided, however, that Tenant may, without obtaining the prior written consent of Landlord, assign this Lease and the other rights, interests and obligations under this

Lease (a) to one or more persons that (i) consummate a merger with Tenant, (ii) purchase all or substantially all of Tenant's assets, (iii) enters into any type of a share exchange, share purchase, or other similar transaction with Tenant or Tenant's shareholders, or (iv) could be deemed to be a successor to Tenant.

- N. **DESTRUCTION OF PREMISES:** In the event of total or partial destruction of the Premises by fire or other casualty insured under the property insurance required hereunder, Landlord agrees, to the extent insurance proceeds are sufficient, to promptly restore and repair the Premises at Landlord's expense within one hundred eighty (180) days. In the event that Landlord fails to complete restoration or repair within such time period or the Premises are so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of the damage or destruction, then either Landlord or Tenant may, upon thirty (30) days written notice to the other party, terminate this Lease. Any insurance proceeds received by Landlord and not utilized by Landlord in restoring or repairing the Premises shall be and remain the sole property of Landlord (specifically excluded are any proceeds received by Tenant related to Tenant's losses including, without limitation, its property, fixtures and equipment). Rent shall abate during the time that the Premises or any part are unusable by reason of any damage, in proportion to the percentage of the Premises which are rendered unusable by the casualty.
- O. **EMINENT DOMAIN:** If all or any part of the Premises shall be acquired by the exercise of eminent domain or deed in lieu thereof in any manner that the Premises shall become unusable for the conduct of Tenant's business, this Lease may be terminated by Tenant by written notice to Landlord within fifteen (15) days after possession of the Premises or the applicable part is taken. Tenant shall have no claim against Landlord or any other person or governmental authority on account of any such taking for the value of the unexpired Lease term. All damages awarded for taking of the Premises shall belong solely to Landlord, except that Tenant may recover its moving expenses and any other compensation to which it is entitled under applicable law.
- P. **DEFAULT AND REMEDY:** Each of the following shall be deemed and constitute a default by Tenant:
1. Failure to pay rent within ten (10) days after the same is due;
  2. Failure to pay any other amount when due and such failure continues for ten (10) days after written notice thereof to Tenant;
  3. Failure to perform any act to be performed by Tenant or to comply with any condition or covenant and such failure continues for thirty (30) days after written notice to Tenant;
  4. If Tenant shall abandon or vacate the Premises prior to the end of the Lease term;
  5. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, unless removed within sixty (60) days;
  6. An assignment by Tenant for the benefit of creditors; or
  7. Any action commenced by or against Tenant under any insolvency, bankruptcy, moratorium or reorganization law, unless dismissed within sixty (60) days. In the event of any such default, Landlord may re-enter the Premises, take possession of all or part, and remove all property and persons and shall not be liable for any damages or for trespass. No re-entry shall be deemed a termination of this Lease, an acceptance of the surrender of this Lease or a satisfaction of

Tenant's obligations to pay rent or any other obligations of Tenant. Tenant's obligation to pay rent and all other sums shall survive any such re-entry, repossession or any termination of this Lease by default or otherwise. Without obligation to do so and without constituting a termination, acceptance or surrender, Landlord may relet the Premises, in whole or in part, for such term and for such sum as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to recover from Tenant all costs of enforcement of this Lease and expenses of repossession and reletting of the Premises, including but not limited to costs, attorney fees, expenses of removal and storage of Tenant's property, care, maintenance and repair of the Premises (other than for normal wear and tear) while vacant, repair or restoration of the Premises to the condition required upon expiration of this Lease and lease commissions payable in connection with any such reletting. All amounts payable hereunder by Tenant or recoverable by Landlord hereunder shall bear interest from the date thirty (30) days after due, or the date advanced or incurred by Landlord, as the case may be, at a rate equal to 1.000 % per month ("Default Rate"). To the extent Landlord is able to relet the Premises, Tenant's obligations to pay rent hereunder shall be reduced accordingly.

- Q. **ALTERATIONS:** Tenant shall not make or permit any installations or alterations of or upon any part of the Premises or any additions to the Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. Alterations and additions to the Premises shall be made in accordance with all applicable laws. Tenant shall indemnify, defend and hold harmless Landlord from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation undertaken by Tenant. If Landlord shall incur any additional expenses on account of such alterations, including but not limited to increased taxes or insurance premiums, Tenant shall reimburse Landlord for the full amount of such additional costs. Tenant shall, prior to the expiration of the Lease term, remove all of Tenant's trade fixtures and equipment, and if Landlord shall so require, any of the alterations made by Tenant and any damage to the Premises shall be promptly repaired. Landlord shall indemnify, defend and hold harmless Tenant from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation undertaken by Landlord.
- R. **MECHANICS LIENS:** No person shall be entitled to any lien upon the Premises other real estate or improvements on or in which the Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services, material or equipment claimed to have been performed, furnished or leased to or for Tenant, or otherwise on account of any act or failure to act on the part of Tenant. Tenant shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Tenant shall cause the same to be released or provide other satisfactory security to Landlord with respect to the same within sixty (60) days; and if not so released or secured, Landlord, at its option may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at the Default Rate, shall be deemed additional rent due and payable by Tenant immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any part; for the performance of any labor or services or the furnishing or leasing of any materials or equipment for the improvement, alteration or repairing of the Premises; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishing or leasing of any material or equipment that would permit the attaching of a valid mechanic's lien.
- S. **INSPECTION AND SHOWING OF PREMISES:** Landlord or its agent shall be permitted to enter to inspect or examine the Premises at any reasonable time upon providing no less than 24 hours' notice and Landlord shall have the right in the event of an emergency to make any repairs to the Premises which Landlord may deem desirable and necessary for its preservation; provided, however, that any repairs made by Landlord shall be at Tenant's expense, except as provided herein. Landlord may, during the Lease term, at reasonable times and during usual business hours, upon providing no less than 24 hours' notice, enter to show the Premises to others and, except in the case of renewal, may at any time

within Sixty (60) days next preceding the expiration of the Lease term affix to any suitable part of the Premises a notice for letting the Premises. The 24 hour notice requirements above shall not apply in the event of an emergency, in which case Landlord may enter upon shorter or no notice, in Landlord's reasonable discretion, to address said emergency.

- T. SURRENDER AND HOLDING OVER:** Upon the expiration or other termination of this Lease, Tenant shall surrender to Landlord the Premises, together with all other property affixed to the Premises (with the exception of Tenant's removable personal property, including trade fixtures), broom clean, and in the condition at the commencement of the Lease term, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Any damage caused to the Premises by removal of any property shall be promptly repaired by Tenant to the satisfaction of Landlord. Tenant shall remove all of its property as directed by Landlord and, failing to do so, shall pay all costs incurred by Landlord to remove all such property and all other damages, costs and expenses of Landlord on account of such failure. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of this Lease. If Tenant shall retain possession of the Premises with the written consent of Landlord after the expiration of this Lease, and rent is accepted from Tenant, the occupancy and payment shall be construed as an extension of this Lease for a period from month to month only from the date of the expiration. If Tenant retains possession of the Premises after the expiration of this Lease without the written consent of Landlord, Tenant shall pay to Landlord double the amount of monthly rent specified in this Lease' for the time Tenant retains possession of the Premises or any part after termination of this Lease.

Notwithstanding anything to the contrary set forth herein, after this Lease is terminated (by passage of time, eviction or otherwise), Landlord shall have no obligation to, and Landlord expressly notifies Tenant that Landlord will not, store (or cause to be stored) any personal property of Tenant remaining on the Premises at the time of such termination. This provision shall be deemed notice meeting the requirements of Wis. Stat. §704.05(5)(bf). Tenant expressly agrees that, to the extent its personal property is left remaining on or in the Premises upon such termination, Landlord may sell the same and use the proceeds of such sale to satisfy any outstanding amounts owed by Tenant to Landlord under this Lease or to satisfy any judgment related to the same.

- U. NON-WAIVER AND REMEDIES CUMULATIVE:** No waiver of any covenant or condition or the breach or default of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach or default, or justify or authorize a non-observance on any other occasion of such or any other covenant or condition. No failure by either party to exercise any right or remedy at any time available to such party under this Lease shall constitute a waiver of such right or remedy as to the same or any other breach or default by the other party. The acceptance of rent by Landlord at any time when Tenant is in breach or default of any covenant or condition shall not be construed as a waiver of any default (except to the extent such default involves rent being unpaid). Each party's rights and remedies under this Lease are cumulative and neither the inclusion nor the exercise by such party of any such right or remedy shall preclude or limit the exercise of any other right or legal or equitable remedy available under this Lease or under applicable law.

#### **V. ENVIRONMENTAL DEFINITIONS AND COVENANTS:**

- 1. Definitions:** For the purpose of this Lease, "Hazardous Material" shall mean and include any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" as such terms are defined in the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation,

or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Premises or the building (collectively, "Environmental Laws").

2. **Covenants and Indemnity:** Tenant shall not use the Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, and Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, stored, treated, released, disposed of or used in or about the Premises by Tenant, its agents, officers, employees, contractors, licensees or invitees except to the extent the same is required for operation of Tenant's business for the Intended Use. If Tenant shall breach any obligations under this Lease regarding Hazardous Materials, or if Tenant or any of its agents, officers, employees, contractors, licensees or invitees shall cause any release, discharge or disposal of any Hazardous Material in, on or from the Premises or the building (whether or not Landlord has given its consent to the presence of such Hazardous Material):
  - i. Tenant shall promptly take all actions, at its sole expense, as are necessary to cure, clean up or otherwise remediate the violation, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld if such actions are required or approved by governmental authorities having jurisdiction.
  - ii. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, Landlord's costs to cure, clean up or otherwise remediate the violation, release, discharge or disposal, and all court costs and reasonable attorney fees, site assessment and investigation costs, consultant fees and expert fees incurred by Landlord in connection with any such cure, cleanup or remediation or any actual or threatened civil suit, enforcement action or other legal proceedings resulting from such violation, release, discharge or disposal.

The provisions of this Section shall survive expiration or termination of this Lease.

W. **INDEMNIFICATION:** The parties hereto agree to save each other harmless and indemnify the other and their respective directors, officers and employees from any and all liability for injury, loss, accident, or damage to any person or property, and from any claims, actions, proceedings, and cost in connection therewith, including without limitation reasonable counsel fees, arising from or relating to (i) such party's failure to perform its obligations hereunder, (ii) the wrongful act, willful misconduct or negligence of such party (whether by omission or commission), or (iii) any use made or thing done on or about the Premises or otherwise occurring thereon, and not due to the wrongful act, willful misconduct or negligence of the other party (or anyone for whose action the other party is responsible at law).

X. **MISCELLANEOUS:**

1. Quiet Enjoyment. So long as Tenant shall not be in default, Tenant shall, at all times during the Lease term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming under the Landlord, except as provided for herein.
2. Successors and Assigns. This Lease is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns.




3. Governing Law, Venue. This Lease shall be construed in accordance with the laws of the State of Wisconsin. Venue for any dispute that arises under this Lease shall be the Circuit Court of Manitowoc County.
4. Prevailing Party Costs. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Lease shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
5. Entire Agreement. This Lease constitutes the entire agreement of the parties and cannot be changed except by their written consent.
6. Estoppel Certificate. At Landlord's request, Tenant will execute an estoppel certificate addressed to any purchaser or mortgagee, or a subordination, non-disturbance and attornment agreement among Landlord, Tenant and such mortgagee, certifying as to facts (if true) and agreeing to notice provisions and other matters as the purchaser or mortgagee may reasonably require in connection with any sale or financing.
7. Notice. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested) at the address set forth below the signature of each party. The addresses may be changed from time to time by either party by serving written notice.
8. Counterparts. The parties agree that this Lease may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. Authorized Signatory. Each person executing this Lease on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Lease on behalf of such party.
10. Signage. With the consent of Landlord which shall not be unreasonably withheld, Tenant shall be permitted to place commercially reasonable signage upon the property on which the Premises lies to inform the public as to Tenant's location. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs.
11. Secured Locks and Keys/Key Cards. Landlord shall ensure the Premises has functioning, working locks at all times during the terms hereof. Landlord shall provide Tenant with no less than three (3) copies of all keys, key cards or other mechanisms required to access the Premises and, to the extent the Premises is only accessible through the Building, the Building. Tenant shall be permitted to make additional copies of keys as needed to ensure Tenant's employees can access the Premises and Landlord shall provide written verification upon request to enable Tenant. To the extent the Premises and/or Building is secured by electronic means, Landlord shall provide such additional copies as are reasonably requested by Tenant.
12. Common Area Usage. Tenant and Tenant's employees, agents, representatives and invitees shall have unlimited use of the common areas of the property including, without limitation, parking spaces.

13. Force Majeure. The parties will be excused from their respective obligations in the event and to the extent that their respective performance is delayed or prevented by any circumstance reasonably beyond their control, including but not limited to fire, explosion, tornado, act of God, or riots or other civil disturbances.

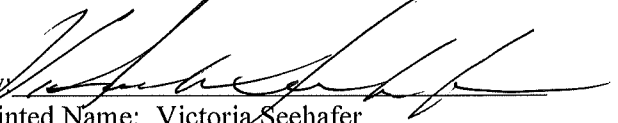
**TENANT:**

**City of Manitowoc**

By:   
Printed Name: Courtney Hansen  
Title: Director of Tourism  
Effective Date: November 15, 2022

**LANDLORD:**

**Century 21 Aspire Group LLC**

By:   
Printed Name: Victoria Seehafer  
Title: President, Broker/Owner  
Effective Date: November 15, 2022

This Lease was drafted by:

Attorney Terence P. Fox  
Kummer, Lambert, Fox, Glandt & Nelson LLP  
205 N. 8<sup>th</sup> Street  
Manitowoc, WI 54220  
920-683-5499 Telephone  
920-683-5494 Facsimile

**Exhibit A**

**Description/Depiction of Premises**

824 S 8<sup>th</sup> St in the City of Manitowoc, Manitowoc County, Wisconsin,  
according to the Recorded Plat thereof, known as the Original Plat of the City of Manitowoc.