

# LEASE

(ABBYBANK – APPLETON)

## ARTICLE 1

### PARTIES:

This lease agreement (the “**Lease**”) is made and entered into on this 12th day of September, 2019, between AbbyBank, (“**Lessor**”), whose principal place of business is at 401 E. Spruce St., Abbotsford, WI 54405, and CASA of the Fox Cities (“**Lessee**”), having an address of 1500 N. Casaloma Drive, Suite (2<sup>nd</sup> floor, suite number to be determined), Appleton, WI 54913.

## ARTICLE 2

### PREMISES:

Lessor, in consideration of the covenants, conditions, agreements and stipulations of Lessee set forth in this lease agreement, hereby leases to Lessee, and Lessee hereby leases from Lessor, certain commercial space, containing approximately 2,633 square feet of rentable space on the 2nd floor of the building (the **Project**) with the street address of 1500 N Casaloma Dr, Appleton WI 54913 (the “**Building**”). The Building and the land on which it is located shall hereinafter be referred to as the “Property”. Lessee shall also have the right to use those areas of the Building shown as common areas along with other tenants and occupants of the Building.

## ARTICLE 3

### IMPROVEMENTS:

New suite of approximately 2,633 sq. ft. of rentable space to be designed and constructed on the south side of the 2<sup>nd</sup> floor of the **Building**. Layout and design of said suite to be approved by both Lessor and Lessee and constructed by a contractor approved by Lessor. Lessor to pay 85% of cost of improvements to the suite with Lessee paying 15% of the total cost up to a total cost of \$170,000. If the total cost of improvements exceeds \$170,000 and is not due to specific requests of the Lessee, then the Lessor will pay 85% of the costs above \$170,000 and the Lessee will pay 15% of the costs above \$170,000. Specific requests of the Lessee that cause the total cost of improvements to exceed \$170,000 shall be in writing and the Lessee will pay 100% of those costs over \$170,000. If the total cost of improvements exceeds \$203,000, then the Lessor will pay 100% of the costs exceeding \$203,000. Upon completion of improvements, Lessor agrees to refund to Lessee the difference of 15% of the cost of improvements, and the \$25,000 deposit, if any. Lessee to deposit \$25,000 with Lessor upon execution of this lease.

#### ARTICLE 4

##### TERM & USE: (EXHIBIT 1)

The term of this lease agreement shall be for five (5) year(s). The Occupancy Date, to be determined based on time a timeframe set by contractor availability, shall be the date indicated and evidenced by a completed Occupancy Certificate delivered by Lessor and agreed upon by Lessee in the form set forth in Exhibit 1. If Lessor is unable to deliver possession by the anticipated Commencement Date as a result of causes beyond the Lessor's reasonable control, Lessor shall not be liable for any damage caused for failing to deliver possession, and this Lease shall not be void or voidable. Lessee shall not be liable for rent until the Premises are ready for occupancy by Lessee, and the end of the term shall be adjusted accordingly.

The Premises are to be used by Lessee for Lessee's business, which is the operation of a child advocacy training office. Access to the Premises shall be by secured access cards or some other means reasonably acceptable to Lessee, which secured access shall be provided at Lessor's sole expense.

#### ARTICLE 5

##### USES PROHIBITED:

Lessee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything on the Premises, which is not within the permitted use of the Premises which will in any way increase the existing rate of, or affect any fire or other insurance upon the Premises, the building in which it is located or any of its contents, or cause cancellation of any insurance policy covering the building or any part of the building or any of its contents. Lessee shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the building in which it is located or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Lessee cause, maintain or permit any nuisance in or about the Premises. Lessee shall not commit or allow to be committed any waste in or upon the Premises. Lessee agrees to keep the Premises in a clean and sanitary condition.

#### ARTICLE 6

##### RENT: (ADDENDUM II)

Lessee shall pay initial rent of \$43,444.50 per year inclusive of utilities for the use of the Premises during the **initial** term of this Lease Agreement, with one-twelfth of the annual rent paid monthly. Rent will follow the following schedule during the initial term of this lease.

Years 1-3 \$43,444.50/yr = \$3,620.38/month (\$16.50/sq. ft.)

Years 4-5 \$44,102.75/yr = \$3,675.23/month (\$16.75/sq. ft.)

Rent shall be paid in advance of the first day of each month via ACH transfer during the term to Lessor at:

ABBYBANK  
ATTN: SHARRI STROINSKI CFO  
PO BOX 648  
ABBOTSFORD WI 54405

#### ARTICLE 7

#### OPTION TO EXTEND:

Lessor shall grant lessee one option to extend for a period of five (5) years at the following rates:

Years 6-8 \$44,761/yr = \$3,730.08/month (\$17.00/sq. ft)  
Years 9-10 \$45,419.25/yr = \$3,784.94/month (17.25/sq. ft)

#### ARTICLE 8

#### LATE PAYMENT:

Any payment of Rent not received in full by Lessor within fourteen (14) days of the due date shall be charged a late penalty of five percent (5%) of the amount due, and if the nonpayment of rent continues for thirty (30) days from the due date, the late penalty shall be increased to ten percent (10%) of the amount due. This late payment shall be in addition to any other remedies available to Lessor.

#### ARTICLE 9

#### SECURITY DEPOSIT:

AbbyBank will transfer and retain the existing security deposit of \$1,200 for the term of this lease.

#### ARTICLE 10

**LESSEE MAINTENANCE:**

Subject to Lessor's obligations below, Lessee, at its own expense, agrees to keep the interior portion of the Premises in good repair and maintenance at all times. This includes but is not limited to the interior portion of walls and any electrical, mechanical and plumbing systems exclusively serving the Premises from the point where such systems enter the suite, except the heat pumps which will be maintained by Lessor.

Lessor shall give notice to Lessee of any repairs or maintenance required within the Premises as noted above, all of which are the responsibility of Lessee, and if Lessee does not complete the same within a reasonable period of time, Lessor shall have the right, but not the obligation, to complete these repairs or maintenance, at the expense of Lessee.

Lessor agrees to assign to Lessee, to the extent permitted, any warranties which exist covering construction, materials or equipment for items Lessee is to maintain.

**ARTICLE 11**

**LESSOR MAINTENANCE:**

Lessor agrees to keep the entire exterior of the building of which the Premises is a part in good repair and maintenance, including all grounds, parking lots, windows, the roof, exterior walls, electrical, mechanical, plumbing and utility systems and facilities, including those not solely serving the Premises, and plumbing only to the point where it enters the Premises, making repairs in a prompt and reasonable fashion. Lessor shall also maintain the common areas of the Property in good condition and repair, including, but not limited to, repairing and replacing paving, and keeping all such areas free of snow, ice, water, and other obstructions and suitably lighted. Lessee shall give written notice to Lessor of any necessary repairs or maintenance, and if Lessor does not complete the same within a reasonable period of time, Lessee shall have the right to complete such repairs at the expense of Lessor. If Lessor fails to make payment within 14 days of demand by Lessee, Lessee shall have the right to deduct such expenses from the rent due hereunder.

In no event shall Lessor be responsible for repairs including vandalism caused by the negligent or intentional acts of Lessee or Lessee's employees, customers, agents or invitees. If repairs because of such acts are necessary, Lessor may make such repairs and bill all costs of repairs to Lessee.

**ARTICLE 12**

**INSURANCE:**

Lessor shall carry fire insurance for the Premises as set forth in Article 19. Lessee shall pay to Lessor, any increase in the rate of fire insurance applicable to the Premises resulting from risks that are not normally connected from and with the operations contemplated by Article 4 of this lease agreement.

Lessee agrees to carry at its own expense, casualty insurance for Lessee's personal property and public liability insurance covering the Premises and Lessee's use of the Premises with companies and

in a form satisfactory to Lessor. The public liability insurance policy or policies shall include contractual liability endorsements, personal injury endorsements, and shall have limits of \$1,000,000 for bodily injuries to or death of one person and \$2,000,000 on account of bodily injuries to or death of more than one person as a result of any occurrence and \$500,000 for property damage. In addition, Lessee will carry an Umbrella Policy for the additional coverage amount of \$1,000,000 or more. The liability insurance required of Lessee may be provided under a blanket or excess limits policy covering the Premises and other property, provided that Lessee shall furnish a certificate of such policy to Lessor evidencing the minimum coverage required. Lessee's public liability policy or policies shall name Lessor and Lessee as an additional insured. All policies required of Lessee hereunder shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modifications or cancellation of the policies. Lessee shall deposit certificates evidencing such coverage with Lessor prior to the date of any use or occupancy of the Premises by Lessee.

### **ARTICLE 13**

#### **ALTERATIONS:**

Lessee agrees that it will make no structural change or substantial alteration (meaning an alteration costing in excess of \$1,000.00 in any one instance) without Lessor's consent, which shall not be unreasonably withheld, without first furnishing Lessor at least five (5) business days advance written notice outlining the proposed changes or alterations, that it will not in any manner deface or injure the Premises or any part of AbbyBank-Appleton; and that Lessee will return the Premises peaceably and promptly to Lessor at the end of the term of the lease agreement, or at any earlier termination permitted by this lease agreement, in as good condition as the Premises is at Commencement Date with all attached furnishings and fixtures undisturbed (subject to Article 14 below), loss by fire or other hazard and by ordinary wear and tear excepted.

### **ARTICLE 14**

#### **FIXTURES AND PERSONAL PROPERTY:**

Any trade fixtures, equipment and other property installed in or attached to the Premises by or at the expense of Lessee are deemed to remain the property of Lessee. Lessor agrees that Lessee shall have the right at any time and from time to time to remove any and all of its trade fixtures, equipment and other property which it may have stored upon the Premises; provided, however, attached fixtures may not be removed without prior written permission of Lessor, which shall not be unreasonably withheld. In the event of removal, Lessee shall repair any damage to the Premises caused by said removal.

### **ARTICLE 15**

**RIGHT OF ENTRY:**

Lessor, or any of its agents, shall have the right to enter the Premises during normal business hours or by appointment, upon reasonable notice to Lessee and with the assistance of Lessee's personnel (except that no notice is required in case of emergency), to examine the Premises or to make repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the property and consistent with Lessor's obligations and rights hereunder, or to exhibit the Premises at any time within six (6) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease following the expiration of any applicable note and cure period.

**ARTICLE 16**

**BANK PREMISE**

If Lessor so requests, Lessee shall vacate the Premises or any portion thereof and relinquish its rights with respect to the same provided that Lessor shall provide to Lessee substitute space in the Building, such space to be reasonably comparable in size, layout, finish and utility to the Premises (or such portion), and further provided that Lessor shall at its sole cost and expense, move Lessee and its equipment, furniture and other removable personal property from the Premises (or such portion) to such new space in such manner as will minimize, to the greatest extent practicable, undue interference with the business or operations of Lessee. Any such substitute space shall, from and after the date such space is so provided, be treated as the Premises (or the portion thereof) demised under this Lease, and shall be occupied by Lessee under the same terms, provisions and conditions as are set forth in this Lease.

**ARTICLE 17**

**UTILITIES AND SERVICES:**

All costs for electricity, gas, and common area maintenance expenses are included in the annual rent. Lessee is responsible for all telephone and internet expenses. Lessee agrees to furnish janitor services for the interior of Premises.

**ARTICLE 18**

**ASSIGNING AND SUBLETTING:**

Lessee shall not, without Lessor's prior written consent, (a) assign, convey or mortgage this lease agreement or any interest under it; (b) allow any transfer of the lease agreement or any lien upon Lessor's interest by operation of law; (c) sublet the Premises or any part of the Premises. Lessor agrees that it will not unreasonably withhold its consent to any assignment or sublease, provided that if Lessee requests Lessor's consent to any assignment of the Premises, Lessor may, in lieu of granting such consent or reasonably withholding the same, terminate this lease agreement, effective on the effective date of the assignment or on the commencement date specified in the sublease, as the case may be to which Lessor's consent is requested. No permitted assignment or subletting shall relieve Lessee of Lessee's covenants and agreements



hereunder and Lessee shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting has been made.

## **ARTICLE 19**

### **LOSS OF USE:**

Lessor agrees to carry policies insuring the buildings against fire and such perils or loss as Lessor may deem appropriate including at least those perils from time to time included in standard "extended coverage" endorsements or policies and loss of rentals coverage. Lessor may reasonably require all policies to be issued by one company to protect against cross liabilities. Lessor's coverage shall include so much of Lessee's "leasehold improvements" as are to remain upon Lessee's vacating the Premises. The policies shall not, however, include floor or wall coverings, trade fixtures, furnishings, ceiling-hung chandeliers and other adornments, special equipment and personal property of Lessee, for which Lessee will obtain coverage.

The parties mutually agree that if the Premises is partially or totally destroyed or damaged by fire or other hazard, then Lessor shall repair and restore the Premises as soon as is reasonably practical to substantially the same condition in which the Premises was before such damage. Provided, however, that in the event the Premises is completely destroyed or so badly damaged as not to be usable by Lessee for the purposes set forth in Article 4, then this lease agreement shall be terminable by either party by serving written notice upon the other within thirty (30) days of the casualty; and provided further that in any event if repairs have not been commenced within thirty (30) days from the date of the damage and thereafter completed within a reasonable time, in no case to exceed three (3) months, this lease agreement may be immediately terminated by Lessee by serving written notice upon Lessor.

In any event, if the Premises is completely destroyed or so damaged by fire or other hazard that it cannot reasonably be used by Lessee for the purposes provided, and this lease agreement is not terminated as above provided, then there shall be a total abatement of rent until the Premises is made usable. In the event the Premises is partially destroyed or damaged by fire or other hazard so that it can only be partially used by Lessee for the purposes provided, then there shall be a partial abatement in the rent corresponding to the time and extent to which the Premises cannot be used by Lessee.

Notwithstanding any provision or provisions contained in this lease agreement to the contrary, Lessor and Lessee waive all claims for recovery from the other party for any loss or damage (whether or not such loss or damage is caused by the negligence of the other party and, notwithstanding any provision or provisions obtained in the lease agreement to the contrary) to any person or property coverable under any property insurance required to be carried hereunder or by any property insurance actually carried by the respective party. This waiver is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation and shall have the insurance company include an endorsement acknowledging this waiver, if necessary.

## **ARTICLE 20**

**REAL ESTATE AND PERSONAL PROPERTY TAXES:**

Lessee shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term upon all Lessee's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. Lessor is responsible for all real estate taxes.

**ARTICLE 21**

**SURRENDER PREMISES:**

Lessee agrees to surrender the Premises to Lessor, at the end of the term of this lease agreement or any extensions/renewals hereof and/or upon any cancellation of this lease agreement, in as good a condition as the Premises was in at the beginning of the term of this lease agreement, ordinary wear and tear, damage by fire and other acts of God excepted. Lessee agrees that if Lessee does not surrender the Premises to Lessor at the end of the term of this lease agreement or any extensions/renewals hereof, or upon any cancellation of the term of this lease agreement, then Lessee will pay to Lessor all damages that Lessor may suffer on account of Lessee's failure to surrender to Lessor possession of the Premises and will indemnify and save Lessor harmless from and against all claims made by any succeeding lessee of the Premises against Lessor on account of the delay of Lessee in delivering possession of the Premises to the succeeding lessee so far as the delay is occasioned by failure of Lessee to surrender the Premises.

**ARTICLE 22**

**OBLIGATIONS OF SUCCESSORS:**

Lessor and Lessee agree that all of the provisions of this lease agreement shall bind and insure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

**ARTICLE 23**

**ATTORNEY'S FEES:**

Lessor and Lessee agree to pay all costs and expenses of collection and enforcement of this lease agreement, including reasonable attorney's fees, that either party may incur as a result of any breach by either party of the terms of this lease agreement which is not timely cured by the breaching party.

**ARTICLE 24**



**CAPTIONS:**

The captions at the beginning of each Article throughout this lease agreement are inserted as a matter of convenience only and in no way confine, limit or describe the scope or intent of any Article of this lease agreement.

**ARTICLE 25**

**REGULATIONS AND COMPLIANCE:**

Lessor represents and warrants that the Premises and the Building is presently in compliance with all building, zoning, environmental and other laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act, that Lessor’s original work has been completed in accordance with all applicable laws, and the Building systems serving the Premises will be in good working order: provided, however, that Lessor makes no such representation and warranty with respect to Lessee’s work. Thereafter Lessor, with respect to common areas, and Lessee with respect to the Lessee’s use of Premises, shall each be responsible for promptly complying with all statutes ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and of any and all of their departments and bureaus; provided, however, that Lessee is not required to complete any alterations or improvements to the Premises pursuant to said compliance unless such alterations or improvements are required because of Lessee’s specific use of the Premises (as opposed to mere occupancy) or acts. Lessor shall be solely responsible for all other alterations or improvements to the Premises as required by applicable laws.

**ARTICLE 26**

**NOTICES:**

Wherever in this lease agreement it shall be required or permitted that notice or demand be given or served by either party to or on the other, the notice or demand shall be given or served in writing duly executed and forwarded by certified mail or overnight delivery service addressed\* as follows:

To Lessor at:

ABBYBANK

ATTN SHARRI STROINSKI CFO

P. O. Box 648

Abbotsford, WI 54405

To Lessee at:

Dawn Gohlke, Executive Director

1500 N. Casaloma Drive, Suite \_\_\_\_\_

Appleton, WI 54913

\*Addresses may be changed from time to time by either party by serving notices as provided above. Notice shall be deemed given within 2 days of deposit in the mail, if sent by certified mail, or one business day following deposit with an overnight delivery service.

**ARTICLE 27**

**EMINENT DOMAIN:**

If thirty percent (30%) or more of the Premises is acquired or condemned by eminent domain, or if thirty percent (30%) of the parking areas or common areas are taken, acquired or condemned so as to materially interfere with Lessee's use of the Premises, this lease may be terminated upon thirty (30) days written notice by either party. If neither party elects to terminate, then Lessor shall make all necessary repairs or alterations within the scope of Lessor's original work to make the building and the Premises an architectural whole and the rent shall abate proportionately based on the number of square feet of lease space taken or condemned.

In the event the Premises are so taken and this lease is terminated, then the termination shall be effective as of the date Lessee vacates the Premises, and all rent shall be paid to that date; provided, however, that in no event shall termination be prior to the receipt of the official and final condemnation notice of the condemning authority. Lessor and Lessee shall each be entitled to any award specifically made to each of them respectively, and shall make no claim against any award made to the other.

**ARTICLE 28**

**PERSONAL PROPERTY:**

Except as provided by applicable insurance policies required under this lease, all personal property placed or removed from the Premises shall be at the risk of Lessee or the owner of the personal property, and Lessor shall not be liable to Lessee or the owner of the personal property for any damage to the personal property, or to Lessee, arising from the bursting or leaking of water pipes, any act of negligence of Lessee, occupants of the building or invitees, except to the extent due to the gross negligence or intentional misconduct of Lessor, its agents or employees.

**ARTICLE 29**

**SIGNAGE:**

Lessee agrees that it will place no advertising or signs in, on or about the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld. If consent is granted, the signs shall be installed and maintained at Lessee's expense. Lessor reserves the right to remove any signs which have not received prior written approval and charge the cost and expense of removal to Lessee. Signs which have not received proper maintenance and are either not properly functioning or in need of visual repair, can be removed by Lessor upon seven (7) days written notice to Lessee. All damage caused by the erection, maintenance or removal of any and all such signs shall be fully repaired at the cost and expense of Lessee. No signage will be installed, except by a professional sign company approved by Lessor. All signage must be in compliance with the rules, regulations and sign ordinances of the Town of Grand Chute and comply with building standards. Within the established building standard and subject to Lessor's review of signage plans to ensure compliance with the established building standard, permission is granted for the following signs:

- A. The common directories selected by Lessor in the building.
- B. On the glass of the entry door to Lessee's suite.
- C. Lessee may advertise on Lessor's electronic message center. Lessor reserves the right to edit Lessee messages to comply with city ordinance or good taste.

### **ARTICLE 30**

#### **INDEMNIFICATION OF PARTIES:**

In consideration of the Premises being leased, the parties mutually agree that they will, at all times, indemnify and hold harmless the other party from all losses, damage, liabilities and expense which may arise or be claimed against the other party for the death of any person and for any injuries or damages to any person or the property of any persons, firm or corporation, consequent upon or arising from the use or occupancy of the Premises, or consequent upon arising from any acts, omissions, neglect or fault they may cause (or caused by their agents, servants, employees, licensees, customers or invitees) or consequent upon or arising from their failure to comply with the applicable laws.

### **ARTICLE 31**

#### **DEFAULT:**

A. Events of Default: If Lessee (1) abandons the Premises prior to the expiration of the term and fails to pay the rent due hereunder; or (2) either party fails to fulfill any of the terms or conditions of this lease agreement; or (3) if any execution or attachment is issued against Lessee or any of Lessee's property resulting in the Premises or any part of the Premises being taken or occupied by someone other than Lessee; or (4) if Lessee or any of its successors or assigns or any guarantor of this lease agreement("Guarantor") should file any voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for similar relief under any present or future statute, law or regulation relating to relief of debtors; or (5) if Lessee or any of its successors or assigns or any Guarantor should be adjudicated bankrupt or have an involuntary petition in bankruptcy filed against it; or (6) if Lessee shall permit, allow or suffer to exist any lien, judgment, writ, assessment, charge, attachment or execution upon Lessor's or Lessee's interest in this lease agreement or the Premises, and/or the fixtures, improvements and furnishings located on the Premises (collectively, "Lien"), and Lessee fails to discharge or bond against said Lien within 30 days of notice of its existence; then that party shall be deemed to have committed an event of default.

B. Grace Period and Default: If (1) upon serving a written five (5) business day notice upon the defaulting party specifying the nature of the default and (2) upon the expiration of the five (5) business days, if the default has not been cured or remedied (or if the default is of a nature that it cannot be completely cured or completely remedied within the five (5) business day period and if steps have not been diligently commenced to cure or remedy it within the five (5) business day period and are not thereafter with reasonable diligence and in good faith continued to remedy or cure the default), then the defaulting party shall be declared in default of this lease agreement

and the other party shall have remedies as are provided under this lease agreement and under the laws of the State of Wisconsin.

C. Repeated Late Payment: Regardless of the number of times of Lessor's prior acceptance of late payments and/or late charges, if Lessee twice in any six (6) month period fails to pay Lessee's Rent on time, then any further late payment within that six (6) month period will constitute a default following any applicable grace period.

## ARTICLE 32

### REMEDIES FOR BREACH AND/OR DEFAULT:

- A. **Lessor's Options:** If Lessee breaches any covenant or condition of this lease agreement or is otherwise in default of this lease agreement Lessor may, at its option, in addition to any other remedies which may be available under Wisconsin law:
- a. terminate this lease agreement and Lessee's right of possession;
  - b. terminate Lessee's right of possession but not the lease agreement and proceed in accordance with any and all provisions of subparagraph B below as Lessor may elect and as are permitted by law.
  - c. remedy the breach or damage caused by the breach at the expense of Lessee and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor (whether paid by Lessor or not) shall be deemed additional rent payable on demand.
- B. **Lessor's Remedies:**
- a. Lessor may re-let the Premises or any part or parts of the Premises, either in the name of Lessor or otherwise, for a term or terms which may at Lessor's option be less than or exceed the period which would otherwise have constituted the balance of the term and may grant concessions or free rent or charge a higher rental than that reserved in this lease agreement, and/or
  - b. Lessee or its legal representative(s) will also pay to Lessor as liquidated damages any deficiency between the Rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected on account of the lease agreement or leases of the Premises for each month of that period which would otherwise have constituted the balance of the term;
  - c. Lessor, in putting the Premises in good order or preparing the same for re-rental may, at Lessor's option, make alterations, repairs, replacements and/or decorations in and to the Premises as Lessor, in its sole judgment, may consider advisable or necessary, without releasing Lessee from liability hereunder;
  - d. Notwithstanding any contrary provision of this lease agreement, in the event of any breach or default by Lessee beyond any applicable cure period, Lessor, at Lessor's election (and without waiving any other rights and remedies available to Lessor), may bring a legal or equitable action or proceeding against Lessee to enforce compliance with the monetary or non-monetary provisions of this lease agreement. Lessor shall use all reasonable efforts to mitigate damages upon an Event of Default by Lessee hereunder.
- C. **Lessee's Options:** If Lessor breaches any covenant or condition of this lease agreement or is otherwise in default of this lease agreement Lessee may, at its option, in addition to any other remedies which may be available under Wisconsin law:
- a. terminate this lease agreement;

- b. proceed in accordance with any and all provisions of subparagraph D below as Lessee may elect and as are permitted by law.
- c. remedy the breach or damage caused by the breach at the expense of Lessor and the reasonable amount of all expenses, including attorney's fees, incurred by Lessee (whether paid by Lessee or not) shall be deemed payable by Lessor on demand. If Lessor fails to make payment upon demand by Lessee, Lessee may deduct the amount of expenses from the rent due hereunder.

**D. Lessee's Remedies:**

- a. Notwithstanding any contrary provision of this lease agreement, in the event of any breach or default by Lessor, Lessee, at Lessee's election (and without waiving any other rights and remedies available to Lessee), may bring a legal or equitable action or proceeding against Lessor to enforce compliance with the provisions of this lease agreement.

**ARTICLE 33**

**HOLDING OVER:**

If Lessee holds over after the termination of this lease agreement (including any renewal or option period) with the consent of the Lessor, then the tenancy shall be from month-to-month in the absence of any written agreement to the contrary. Rent during any such holdover period shall continue at the rate of the next option period. If Lessee's hold over is without the Lessor's consent, Lessee will pay to Lessor all damages that Lessor may suffer on account of Lessee's failure to surrender to Lessor possession of the Premises and will indemnify and save Lessor harmless from and against all claims made by any succeeding lessee of the Premises against Lessor on account of the delay of Lessee in delivering possession of the Premises to the succeeding lessee so far as the delay is occasioned by failure of Lessee to surrender the Premises.

**ARTICLE 34**

**BUILDING RULES: (EXHIBIT 2)**

Building rules and regulations shall be as set forth in the attached Exhibit 2. Lessor reserves the right to alter, add to or delete any rule or regulation it determines necessary to better serve the operations and/or tenants of AbbyBank-Appleton. The Building rules and regulations shall be enforced in a non-discriminatory manner by Lessor. Failure of Lessee to comply with building rules and regulations after any applicable notice and cure period shall be considered a breach of this lease agreement.

**ARTICLE 35**

**WASTE REMOVAL:**

Lessee is responsible for all waste removal from Lessee's premises to lessor's waste containers. Extra expense incurred due to Lessee's business operation requiring special disposal shall be arranged and paid by Lessee. An area will be designated by the property manager for



waste containers. Lessee is also responsible for keeping this area neat and orderly and shall recycle per municipality requirements and Exhibit 2.

#### **ARTICLE 36**

##### **SEPARABILITY:**

Any provision of this lease agreement which shall be determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision and all other provisions shall remain in full force and effect.

#### **ARTICLE 37**

##### **WAIVER:**

The failure to insist upon the performance of any provision contained in this lease agreement shall not limit a party's right to enforce the provision at any time, nor be deemed to be a waiver of that provision.

#### **ARTICLE 38**

##### **CUMULATIVE REMEDIES:**

No remedy or election set forth in this lease agreement shall be deemed exclusive but shall, when possible, be cumulative with all other remedies at law or in equity.

#### **ARTICLE 39**

##### **WISCONSIN LAW:**

This lease agreement shall be governed by the laws of the State of Wisconsin.

#### **ARTICLE 40**

##### **ENTIRE AGREEMENT:**

This lease agreement, including Exhibits 1, 2 and 3 which are attached, contain the entire agreement of the parties with respect to any matter covered or mentioned in this lease agreement, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provisions of this lease agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest. This lease agreement shall not be effective or binding on any party until fully executed by both parties. This lease may be executed separately and in counterparts, each of which, when taken together, shall constitute one complete original.

## ARTICLE 41

### FORCE MAJEURE

If Lessor or Lessee is delayed or prevented from performing any act required in this Lease (excluding, however, the payment of money) by reason of the other party's delay or Force Majeure, Lessor's or Lessee's performance of such act is excused for the period of the delay, and the period of the performance of any such act will be extended for such period.

"Force Majeure" means acts of God; strikes; lockouts; labor troubles; inability to procure materials; inclement weather; governmental laws or regulations; casualty; orders or directives of any legislative, administrative, or judicial body or any governmental department; inability to obtain any governmental licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities); and other similar or dissimilar causes beyond Lessor's or Lessee's reasonable control.

IN WITNESS WHEREOF, Lessor and Lessee have caused their respective names to be subscribed to this lease agreement, the execution and delivery of this lease agreement having been duly authorized.

**LESSOR:**  
**ABBYBANK**

**LESSEE:**  
\_\_\_\_\_

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PERSONAL GUARANTY**

The undersigned, for valuable consideration, hereby guarantees payment of all sums and obligations due and to become due under the above contract.

Personal Guaranty Waived by Lessor  
Guarantor

**EXHIBIT 1**

**OCCUPANCY NOTICE**

Notice is hereby given to CASA of the Fox Cities (Lessee) under the terms of a Lease dated September 12, 2019, by and between **AbbyBank-Appleton** (Lessor) and CASA of the Fox Cities (Lessee) that Lessee may occupy the Premises and the Commencement Date (as defined by the Lease) shall be April 1, 2020.

**LESSOR:**

**ABBYBANK-APPLETON**

**BY:** \_\_\_\_\_

**Craig A Stuedemann, President/CEO**

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

**LESSEE:**

\_\_\_\_\_

**BY:** \_\_\_\_\_

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

## **EXHIBIT 2**

### **BUILDING RULES AND REGULATIONS**

1. There shall be no use of tobacco products in or around the building, and Lessee shall assist Lessor by advising its employees, customers and other invitees of this rule.
2. Entries, passages, sidewalks, and loading areas shall not be obstructed by Lessee, Lessee's agents, employees, guests, customers or invitees or used by them for any other purpose than ingress and egress.
3. No sign, notice, advertisement or other inscription of any kind shall be put in or on any part of the building, except in the manner, size, form and color as may be prescribed in writing by Lessor.
4. Plumbing fixtures shall not be used for any purpose other than that for which intended and any damage resulting from misuse on the part of Lessee, Lessee's agents or employees, shall be paid for by Lessee. No person shall waste water by tying or wedging back the faucets or otherwise. Cleaning or repairing any plugging of toilets or sinks remains the responsibility of Lessee and must be repaired at Lessee's expense.
5. Lessee shall not disturb the occupants of the building where the Premises is located.
6. No animals shall be allowed in the Premises except for seeing-eye dogs.
7. Lessors' Manager shall have reasonable access to all areas, including the Premises.
8. No additional lock or locks shall be placed by Lessee on any door in the Premises unless written consent of Lessor shall first have been obtained.
9. The Premises shall not be used for lodging or sleeping except in an emergency and then only with Lessor's permission.
10. Fire extinguishers are the responsibility of Lessee. Lessee should from time to time inspect such equipment to determine its state of readiness and compliance with fire codes.

**EXHIBIT 3**

**LESSEE'S SIGNAGE**

1. Lessor will have final approval rights for the Lessee's exterior signage and approval will not be unreasonably withheld.





