

COMMERCIAL LEASE  
(NNN)

In consideration of the mutual promises and covenants contained in this COMMERCIAL LEASE (the "Lease"), Landlord and Tenant hereby agree:

1. FUNDAMENTAL LEASE PROVISIONS AND DEFINITIONS. The fundamental terms and conditions contained in this Section 1 shall apply with respect to this Lease. For purposes of this Lease, the capitalized terms listed in this Section 1 shall have the meaning(s), if any, set forth in this Section 1. In the event of any conflict between the terms and conditions contained in this Section 1 and the terms and conditions contained in any other section of this Lease, the terms, and conditions of such other section of this Lease shall supersede and control.

Date of Lease: **April 8, 2025**

"Landlord": Village of Cottage Grove, A Wisconsin Municipality

"Landlord's Address": 221 East Cottage Grove Road  
Cottage Grove, WI 53527  
Phone: (608) 839-4704  
Attn: Matt Giese – Village Administrator  
Email: mgiese@villageofcottagegrove.gov

"Tenant": New Tech Painting, LLC, a Wisconsin limited liability company

"Tenant's Address": 123 East Cottage Grove Road  
Cottage Grove, WI 53527  
Phone: (608) 839-6400  
Attn: David Hensiak  
Email: newtechpainting@gmail.com

"Premises": The buildings, parking lot, driveways, land, and other property interests owned by Landlord at 123 East Cottage Grove Road, Cottage Grove, Wisconsin, as depicted on the attached Exhibit A.

Lease Term": The Lease Term will be for a term of sixty (60) months, commencing on the Commencement Date and terminating on the Termination Date, except as otherwise provided in this Lease.

"Commencement Date": May 1, 2025

"Termination Date": April 30, 2030 provided however that Landlord shall have the right to terminate this Lease at Landlord's sole discretion any time after the Commencement Date, by giving to Tenant at least twelve (12) months advance written notice.

"Base Rent": Beginning on May 1, 2025, the Base Rent payable under the Lease shall be \$100,926.00 per year (\$8,410.50 per month). The Base Rent will increase 3.00% on May 1, 2026, and an additional 3.00% each May 1

thereafter ~~over the Initial Term~~ during the Lease Term.

"Additional Rent": **The Premises Real Estate Taxes, annual Landlord Building Insurance, and any and all other payments due from Tenant to Landlord under this Lease.**

"Permitted Use": The Premises shall be used for lawful uses owned and operated by New Tech Painting, LLC in connection with office and warehouse uses related to the operation of a paint contracting business, and other uses permitted under all applicable laws and Building zoning.

2. DEMISE OF PREMISES.

(a) Demise of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the Lease Term and upon the conditions set forth in this Lease.

3. LEASE TERM, COMMENCEMENT AND TERMINATION DATE.

(a) Lease Term. The Lease Term shall be as set forth in Section 1.

(b) Commencement Date. The Commencement Date of the Lease Term shall be as set forth in Section 1.

(c) Termination Date. The Termination Date of the Lease Term shall be as set forth in Section 1. Landlord, at Landlord's sole discretion, may terminate this Lease at any time after the Commencement Date, by giving Tenant written notice of termination at least 12 months prior to Landlord's termination the Lease.

4. ACCEPTANCE OF PREMISES. Tenant waives any right to inspect the Premises and agrees to accept the Premises in "as is", "where-is" condition with no exceptions whatsoever.

5. RENT.

(a) Base Rent and Additional Rent. Tenant covenants and agrees that for the entire Lease Term, Tenant shall pay to Landlord at Landlord's Address, or at such other place designated by Landlord, without prior demand and without deduction or set-off, rent for the Premises consisting of the Base Rent set forth in Section 1 and, ~~as additional rent ("Additional Rent"), any and all other payments due from Tenant to Landlord under this Lease~~ any Additional Rent set forth in Section 1 and this Section. Base Rent and Additional Rent shall be collectively referred to in this Lease as "Rent." Such payments shall be made in advance on or before the first day of each calendar month, or as otherwise provided in this Lease. Rent for any partial month at the beginning or end of the Lease Term shall be prorated based upon the actual number of days of such month included in the Lease Term, unless otherwise provided in this Lease. The obligation to pay Rent is an independent covenant.

(b) Real Estate Taxes and Landlord Building Insurance. Tenant shall pay to Landlord, as Additional Rent, the Premises "Taxes" cost. As used in this Lease, the

term "Taxes" shall mean any and all taxes and assessments, general or special, of any kind and nature whatsoever assessed or levied with respect to the Premises. Tenant shall also pay to Landlord, as Additional Rent, the annual Landlord Building Insurance cost.

Tenant's Additional Rent payment to Landlord for Taxes and Landlord Building Insurance shall be as follows:

	Annual Amount	Monthly Payment
Taxes	\$8,797.23	\$733.10
Landlord Building Insurance	\$120.00	\$10.00
<u>TOTAL Additional Rent</u>	\$8,917.23	\$743.10

6. NET LEASE. Except as expressly provided to the contrary in this Lease, Tenant's Rent to Landlord shall be net during the Lease Term and Landlord shall receive all Rent free from any charges, assessments, expenses, or deductions whatsoever. Landlord shall not be called upon to make any expenditure for the maintenance, repair or preservation of the Premises and all costs, expenses and obligations of every kind relating to the Premises which may arise or come due during the Lease Term shall be paid by Tenant, and Landlord shall be indemnified by Tenant against such costs, expenses, and obligations. In no event shall there be any deduction or set-off of any nature whatsoever from the Rent due Landlord.

7. IMPOSITIONS. Except as expressly provided in this Lease to the contrary, Tenant agrees to pay or cause to be paid in the name of Landlord as Additional Rent, before any fine, penalty, interest or cost is added thereto for the nonpayment thereof, all personal property taxes assessed with respect to the Premises or personal property located on the Premises and other ad valorem taxes on tangible property, (all of which taxes, levies or other charges, levied or assessed against Landlord or Tenant, are herein referred to as "Impositions"), which are assessed, levied, confirmed, imposed against or become a lien upon the Premises during the Lease Term.

8. USE. The Premises shall be used and occupied only by Tenant and only for the Permitted Use and for no other purpose. Tenant shall use the Premises in accordance with all other terms and conditions of this Lease. Tenant shall have access to the Premises 24/7/365. Tenant shall not vacate or abandon the Premises. Tenant acknowledges that Landlord has made no representation or warranty regarding the legally permissible use of the Premises.

9. MAINTENANCE AND OPERATION.

(a) Tenant, at Tenant's sole expense, shall be obligated to keep and maintain in good order, condition and repair (including replacement if necessary) the Premises and every part thereof and further including, without limitation, any and all maintenance, repair and/or replacement required in connection with any and all of the following: all exterior walls; foundations; structural walls; roofs; overhead doors and appurtenances; interior and exterior doors; interior and exterior windows; heating, ventilating, air conditioning and all other equipment and/or systems (including utility lines and fire suppression systems); plumbing systems and fixtures; and all flooring, ceiling and other improvements located on the Premises.

(b) Tenant, at Tenant's sole expense, shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with Wisconsin law and Dane County and Village of Cottage Grove ordinances, ~~the laws of the state in which the Premises are located~~ and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all private and governmental laws, orders, judgments, rules, standards, requirements, covenants, conditions and restrictions applicable to the Premises.

(c) Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant, and agrees to bond against or discharge any construction lien within ten (10) days after written request therefore by Landlord. Tenant shall reimburse Landlord for any and all reasonable costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten (10) day period shall carry with it the same consequences as failure to pay any Rent.

(d) Tenant, at Tenant's sole expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any governmental entity having jurisdiction thereof or any insurance underwriters insuring the Premises.

(e) Tenant, at Tenant's sole expense, shall keep the Premises sidewalks, paved areas, and landscaped areas free of rubbish and debris and remove snow and ice therefrom. Tenant shall be responsible for its own trash collection in a neat and orderly manner.

(f) If Tenant fails to perform any maintenance or other obligation required under this Section 9, Landlord shall have the option (but shall, in any case, have no obligation) to perform or attempt to perform such obligation and/or correct or cure or attempt to correct or cure such failure and Tenant shall indemnify, defend and hold harmless Landlord for any and all costs incurred by Landlord under this Section 9 ~~(f)~~.

10. **ADDITIONAL COVENANTS OF TENANT.** Tenant agrees that Tenant shall:

(a) Give Landlord, Landlord's agents, employees, mortgagees and any other person or persons authorized by Landlord, access to the Premises at all reasonable times without charge or diminution of Rent, to enable them to examine and inspect, view and/or show the Premises and to make such repairs, additions and alterations as Landlord may deem advisable (provided that Landlord is under no obligation to make any such examinations, inspections, viewings, showings, repairs, additions or alterations).

(b) Not do or permit to be done any act or thing on or about the Premises that constitutes a nuisance or that will invalidate or be in conflict with any certificate of occupancy, conditional use permit or the terms of any fire or other insurance policies covering the Premises and the fixtures and property therein; comply with all rules, regulations and requirements of the National Board of Fire Underwriters and any other similar body having jurisdiction, and not knowingly do or permit anything to be done in or upon the Premises or bring or keep anything therein or use the Premises which increases the rate of fire insurance upon the

Premises; and comply with all legal, health, fire and police regulations, laws and ordinances respecting the Premises and not use the Premises for any immoral or illegal purposes.

(c) Comply with all private and governmental laws, orders, judgments, rules, standards, requirements, covenants, conditions, and restrictions applicable to the Premises; and obtain and maintain at all times all certificates, licenses and other approvals required to occupy and/or operate the Premises in accordance with the Permitted Use.

(d) Observe any and all reasonable rules and/or regulations as from time to time may be adopted by Landlord in connection with this Lease.

#### 11. LANDLORD INSURANCE.

(a) Landlord shall maintain the following insurance coverages for the benefit of Landlord and its mortgagee (herein "Landlord Insurance"):

(i) Property and casualty insurance including, but not limited to, fire and extended coverage, vandalism and malicious mischief and demolition and debris removal; and

(ii) Commercial general liability and property damage insurance covering Landlord's ownership; and

(iii) Such other insurance coverage as Landlord may from time to time determine to be consistent with coverage which is now or may in the future be considered prudent for similar properties in the Dane County area or as may be required by any mortgagee of Landlord.

#### 12. TENANT INSURANCE.

(a) Tenant agrees to carry, at Tenant's sole expense, a policy of commercial general liability covering bodily injury and property damage with respect to the Premises, and the business operated by Tenant, in which the limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence.

(b) Tenant agrees to carry, at Tenant's sole expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in an "all-risk" policy, insuring Tenant's Work and other improvements, alterations, merchandise, trade fixtures, furnishings, equipment, and all other items of personal property of Tenant located on or within the Premises, in an amount equal to their full replacement value. Tenant shall not carry any stock of goods or do anything in or about the Premises, which will in any way tend to increase the insurance rates on the Premises.

(c) All policies of insurance to be carried by Tenant under this Lease shall name Landlord, any other parties in interest designated by Landlord, and Tenant as additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days' prior written notice. Such insurance may be furnished by Tenant under any blanket policy carried by Tenant or under a separate policy therefore with commercially reasonable deductibles. The insurance shall be with an insurance company authorized to do business in the state in which the Premises are located and a copy of the paid-up policies evidencing such insurance or certificates of insurers certifying to the issuance

of such policies shall be delivered to Landlord prior to commencement of the Lease Term and upon renewals not less than thirty (30) days prior to the expiration of such coverage. Such policies shall also provide that no act or default of any person other than Landlord or its agent shall render the policy void as to Landlord or affect Landlord's right to recover thereon. Tenant shall also carry such additional insurance as may reasonably be required by any lender holding a mortgage on the Property.

(d) Tenant shall not use the Premises in any manner that may increase the cost of insurance or make insurance difficult or impossible to obtain. Tenant agrees to pay all additional insurance costs attributable to its use of the Premises.

13. WAIVER OF SUBROGATION. Notwithstanding anything in this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other for loss arising out of damage or destruction of the Premises, or personal property or contents therein if such damage or destruction is caused by a peril included within a property insurance policy, carried by such party (or required to be carried by this Lease), as from time to time issued in the state in which the Premises are located, to the extent that proceeds from such insurance are realized. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Landlord or Tenant, or their respective officers, employees, agents, or customers. It is the intention and agreement of Landlord and Tenant that each party shall look to its insurer for reimbursement of any such loss and that the insurer involved shall have no subrogation rights against the other party. Each party shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the other party.

14. DAMAGE OR DESTRUCTION. In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, Landlord shall (unless this Lease shall be terminated as hereinafter provided) diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Tenant or improvements installed by Tenant) to substantially the same condition in which they existed immediately prior to such destruction or damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the control of Landlord; provided, however, that in no event shall Landlord be obligated to incur any costs or expenses in connection with such restoration in excess of the insurance proceeds actually received by Landlord. If Landlord does not substantially complete such repairs within sixty (60) days from the date of such casualty, Tenant may, within thirty (30) days thereafter, terminate this Lease effective as of the date of casualty by providing written notice thereof to Landlord. If Tenant does not so terminate the Lease within such 30-day period, or if Landlord has substantially completed the repairs prior to Tenant's delivery of the notice, this Lease shall remain in full force and effect. To the extent that the Premises are rendered untenable other than through the acts or omissions of Tenant, the Rent shall equitably abate; provided, however, that if the damage is so extensive that Tenant cannot reasonably operate its business from the Premises, the entire Rent shall abate until Landlord substantially completes the repairs. Notwithstanding anything to the contrary contained in this Lease, if the Premises or Building are damaged to such an extent that Landlord shall, in Landlord's sole discretion, determine not to rebuild or repair, Landlord may terminate this Lease upon not less than thirty (30) days' prior written notice to Tenant given within thirty (30) days of the date of such damage.

15. LANDLORD'S LIABILITY.

(a) Landlord shall not be liable to Tenant in connection with any injury, death, loss, damage, expense or other cost or liability of any kind suffered or incurred by third parties unless caused by the willful misconduct of Landlord or its officers, agents, or employees, and only to the extent Tenant is not compensated therefore by insurance. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be liable to Tenant for any damage to the Premises or for any loss, damage or injury to any property of Tenant therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including without limitation, water, steam or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, the failure of any systems or facilities in the Premises or other similar cause at, in, above, upon or about the Premises; and Landlord shall not be liable for any loss or damage to person or property sustained by Tenant, or any other person or entity, which may be caused by the Premises, or any appurtenances thereto, being out of repair, or by theft, vandalism, crime or other wrongdoing, or by any act or neglect of any other person or entity.

(b) Notwithstanding anything in this Lease to the contrary, the liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or otherwise relating to this Lease shall be limited to the proceeds of sale of Landlord's interest in the Premises, as such interest may from time to time be encumbered; and neither Landlord nor any shareholder, member, partner, officer, director, agent or principal of Landlord shall be liable for any deficiency.

16. INDEMNIFICATION. To the fullest extent permitted by law, except as set forth in the waiver of subrogation contained at Section 13 above, Tenant shall defend and indemnify Landlord and hold Landlord harmless from and against any and all claims, damages, obligations, liabilities, costs and expenses, including actual attorneys' fees, arising from any act, omission or negligence of Tenant, or any of Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in, on, at or about the Premises, or arising from any breach, default or failure under this Lease by Tenant.

17. UTILITIES. Tenant shall pay or cause to be paid all charges, expenses and costs relating to gas, electricity, water, sewerage, heat or other fuel or power or any other utility or service used, rendered, or supplied upon or in connection with the Premises together with any telephone or data service obtained by Tenant. Landlord does not warrant that any of the services referred to in this Lease will be free from interruption, curtailment or suspension, Tenant acknowledging that any one or more of such services may be suspended by reason of accident or repairs, alterations, or improvements, or by reason of causes beyond the control of Landlord. No interruption, curtailment or suspension of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the full and complete performance of all of Tenant's obligations under this Lease, nor shall there be any abatement of Rent or other charges.

18. IMPROVEMENTS AND ALTERATIONS. Any and all alterations, installations, additions, and improvements ("Improvements") to the Premises shall be made only upon the written approval of Landlord, which approval may be withheld in Landlord's sole discretion. Improvements by or on behalf of Tenant shall be made at Tenant's sole cost and expense and any contractor or person selected by Tenant to make Improvements must first be approved in writing by Landlord. Tenant shall reimburse Landlord for the reasonable cost of any third party engaged by Landlord to review specifications for and/or supervise any material Improvements. All Improvements, together with all repairs required to be made by Tenant, shall be made in a good and workmanlike manner and in compliance with all governmental

requirements and rating bureau recommendations, and shall be performed by competent and qualified persons or entities. Tenant shall obtain all necessary permits from governmental authorities and provide Landlord with copies thereof prior to commencing construction of any Improvements. Tenant shall promptly repair any damage and perform any necessary cleanup to the Premises resulting from any Improvements made by Tenant. All Improvements, temporary or permanent (except trade fixtures, furniture and equipment belonging to Tenant which are removable) in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises (except to the extent Landlord requires such Improvements to be removed), all without compensation, allowance or credit to Tenant and shall not constitute Additional Rent or payment in lieu of Rent. Tenant agrees not to create, incur, impose, permit, or suffer to exist any lien or other obligation against the Premises or Landlord by reason of any Improvement or any repair or decoration permitted or required to be made by Tenant pursuant to this Lease, and Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any such lien claim. Nothing herein shall be deemed to create the relationship of principal and agent between Landlord and Tenant or authorize any contractor, subcontractor, or material supplier to place any lien against the Premises, Building or Property. At its expense, Tenant shall cause to be discharged, within ten (10) days of the filing thereof, any construction lien claim filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant.

19. DEFAULT BY TENANT AND RIGHTS OF LANDLORD.

(a) If at any time during the Lease Term there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for liquidation, reorganization or involuntary dissolution or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors, this Lease, at the option of Landlord, may be cancelled and terminated and, in such event, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the same, and Landlord, in addition to the other rights and remedies Landlord has by virtue of this Lease or any statute or rule of law, may retain as security for its damages any Base Rent, Additional Rent, or monies received by Landlord from Tenant or others on behalf of Tenant.

(b) If Tenant (i) fails to pay any installment of Rent or other charges when due hereunder or (ii) fails to perform any other covenant, term, agreement or condition of this Lease within ten (10) days after notice thereof from Landlord, or (iii) vacates or abandons the Premises, then, in any of such cases, Landlord, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, may, without further notice or process, immediately re-enter and/or take possession of the Premises, change the locks, accelerate Rent and remove all persons and property, and, at Landlord's option, terminate this Lease as to all future rights of Tenant, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter. Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all loss of Rents and other damage which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Premises and putting the same in rentable condition, costs of renting the Premises to another occupant (including rent concessions), loss or diminution of Rent and other damage that Landlord may incur by reason of such termination. Neither acceptance of Rent or other charges by Landlord, with or without knowledge of breach or default, nor failure of Landlord to take action on account of any breach or default hereof or to enforce Landlord's rights hereunder shall be

deemed a waiver of any breach or default, and absent specific written notice or consent to the contrary, said breach or default shall be a continuing one.

(c) If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms and provisions in any section of this Lease, or if Tenant shall fail to pay any sum of money, other than Base Rent and Additional Rent, required to be paid by Tenant hereunder, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations to make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease, attempt to remedy such default for the account and at the expense of Tenant, immediately and without notice in case of emergency, or in any other case only upon Tenant's failure to remedy such default within ten days after Landlord shall have notified Tenant in writing of such default. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, actual attorneys' fees in instituting, prosecuting or defending any action or proceeding, Tenant shall pay to Landlord as Additional Rent such sums paid or obligations incurred, with costs and interest at the rate of eighteen percent (18%) per year or the maximum rate permitted by applicable law, whichever is lower. In any event, Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment of sums due under this section as in the case of default by Tenant in the payment of Rent.

(d) Any amounts owing from Tenant to Landlord under this Lease shall bear interest at the highest rate permitted by applicable law, not to exceed the annual rate of eighteen percent (18%) calculated from the date due until the date of payment. In addition to the foregoing remedies, if any payment of Rent is not paid when due, Tenant shall pay a late charge equal to ten percent (10%) of the amount of such overdue payment as liquidated damages for Landlord's extra expense in handling such past due account. Tenant shall pay to Landlord Forty Dollars (\$40) for each check returned for insufficient funds.

(e) Tenant hereby agrees to pay Landlord and to indemnify, defend and hold harmless Landlord for any and all costs, including, without limitation, actual attorneys' fees, and expenses, incurred in enforcing or attempting to enforce the terms and conditions of this Lease or any other rights or remedies available Landlord.

20. **SUBORDINATION.** This Lease, and the term and estate hereby granted, and all of the rights of Tenant hereunder, shall, at Landlord's option, be subject and subordinate to any underlying leases and the liens of any mortgage or mortgages now or hereafter in force against the Premises, as well as to any and all zoning laws, ordinances and regulations, conditions and agreements affecting said real estate at any time, and subordination shall be effective, at Landlord's option, without any requirement that Tenant sign any instrument or document or take any additional action. However, Tenant shall, within ten (10) days of any request from Landlord, execute such reasonable and/or customary instruments and documents and take such reasonable and/or customary actions to evidence the subordination of this Lease to the lien or liens of any such lease or mortgage provided that such instruments contain a commercially reasonable provision confirming that Tenant's right to occupy the Premises pursuant to this Lease shall not be disturbed so long as Tenant is not in default hereunder.

21. **QUIET ENJOYMENT.** Landlord covenants that if Tenant shall pay the Rent and observe and perform all the terms, covenants, and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

22. SURRENDER OF PREMISES. Upon the Termination Date or an earlier termination of this Lease for any reason, Tenant shall remove all of Tenant's personal property, goods, effects and fixtures and those of any other persons or entities claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Landlord and Tenant, reasonable use and wear thereof, condemnation, and fire or other casualty excepted. Tenant shall deliver all keys and access codes to Landlord. If required by Landlord, Tenant shall also remove any Improvements made by Tenant during the Lease term. Goods and effects not removed by Tenant at the termination of this Lease shall be considered abandoned and Landlord may dispose of the same as Landlord deems expedient, but Tenant shall promptly reimburse Landlord for any reasonable expenses incurred by Landlord in connection therewith (net of any salvage value received by Landlord) including, without limitation, the cost of removal thereof and of repairing, to the reasonable approval of Landlord, any damage occasioned by such removal. Tenant shall repair any damage to the Premises resulting from the removal of Tenant's personal property, goods, effects, fixtures, and Improvements. Landlord hereby notifies Tenant that Landlord will not store personal property of Tenant remaining at the Premises following the expiration or earlier termination of the Term except to the extent required by applicable law.

23. HAZARDOUS MATERIALS.

(a) Tenant agrees that Tenant, any agents and contractors, licensees or invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, asbestos or other similar substances, petroleum products or derivatives or any other materials harmful to human health or the environment (collectively "Hazardous Materials") on, under or about the Premises, without Landlord's prior written consent, provided that Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials, which products are of a type customarily used in connection with the Permitted Use, provided further that Tenant shall handle, store, use and dispose of any such Hazardous Materials in a safe and lawful manner and shall not allow such Hazardous Materials to contaminate the Premises or the environment.

(b) Without limiting the above, Tenant shall reimburse, defend, indemnify and hold Landlord harmless from and against any and all claims (whether pending or threatened and expressly including strict liability), losses, liabilities, damages, costs (including, without limitation, the costs of any required or necessary investigation, repair, cleanup, remediation or detoxification and the preparation of any closure or other required plans in connection therewith, whether voluntary or compelled by governmental authority), expenses, actions, demands, judgments, penalties, or injuries to or by any person or entity (including, but not limited to, any governmental entity, adjacent or affected landowner, employees or other invitees of future owners or occupants, private party or other third party) including, without limitation, loss of rental income, loss due to business interruption and actual attorneys' and consultants' fees and costs and litigation expenses, arising out of or in any way connected with the use, manufacture, storage or disposal of Hazardous Materials by Tenant, any agents or contractors on, under or about the Premises or the violation by Tenant of any laws regarding human health or the environment with respect to the Premises. The indemnity obligations of Tenant under this clause shall survive any termination of this Lease.

24. OFAC AND ANTI-MONEY LAUNDERING COMPLIANCE.

Tenant represents, and warrants to Landlord as follows: (i) Tenant is not named and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by

any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("OFAC"); (ii) Tenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay Rent have been or will be derived from a "specified unlawful activity" as defined in, and Tenant is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities.

## 25. CONFIDENTIALITY.

Tenant agrees to keep the terms of this Lease confidential, except to the extent required by law or court order.

## 26. MISCELLANEOUS PROVISIONS.

(a) The titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) All of the covenants, agreements, terms, and conditions contained in this Lease shall inure to and be binding upon Landlord, and Tenant, and their respective heirs, executors, administrators, successors, and assigns.

(c) Waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of Base Rent or Additional Rent.

(d) This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Base Rent, Additional Rent, Tenant's use and occupancy of the Premises and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified, or amended except in writing signed by Landlord and Tenant.

(e) Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any sections of this Lease so indicates, the obligations of Landlord and Tenant pursuant to such sections of this Lease shall survive the termination of this Lease.

(f) No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent, Additional Rent and other charges stipulated herein shall be deemed to be other than on account of the earliest stipulated Base Rent, Additional Rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent, Additional Rent and other charges or pursue any other remedy in this Lease.

(g) All notices that Landlord or Tenant may be required, or may desire, to serve on the other may be served by, personal service or by mailing by registered or certified mail or by overnight courier, at Landlord's Address or Tenant's Address, as applicable, set forth in Section 1, or at such address as the parties may from time to time designate to the other by written notice in accordance with this Section 26(g). The time of rendition of such notice shall be deemed to be the time when the notice is either personally delivered or deposited in the mail or with the overnight courier as herein provided. Notice may also be delivered by email and be effective on the date of transmission provided that a follow-up notice is contemporaneously delivered by any of the other methods described above.

(h) Time periods or deadlines for Landlord's or Tenant's performance under any provisions of this Lease (except for the payment of money) shall be extended for periods of time during which the nonperforming party's performance is prevented due to labor disputes, embargoes and acts of God, war, or other strife.

(i) This Lease shall only be effective when signed and delivered by both Landlord and Tenant. The submission of an unsigned copy of this Lease shall not be an offer to lease and cannot be accepted by performance or otherwise rendered effective other than when fully executed and delivered by both Landlord and Tenant.

(j) Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent (including, without limitation, as to any Improvements made by Tenant) or of partnership or of joint venture or of any association between Landlord and Tenant other than the relationship of landlord and tenant.

(k) This Lease shall be governed by the laws of the State of Wisconsin.

The parties hereto have executed or caused this Lease to be executed as of the Date of Lease provided in Section 1 of this Lease.

LANDLORD:

VILLAGE OF COTTAGE GROVE, A  
WISCONSIN MUNICIPALITY

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

Name: Matt Giese  
Title: Village Administrator

TENANT:

NEW TECH PAINTING, LLC, A WISCONSIN  
LIMITED LIABILITY COMPANY

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

Name: David Hensiak  
Title: Owner

EXHIBIT A  
TO COMMERCIAL LEASE

Depiction of the Premises

