# GROUND LEASE

**THIS GROUND LEASE** (the "**Lease**") is made as of October 1, 2026 (the "**Effective Date**"), by and between the **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation ("**Landlord**"), and **SHEBOYGAN AREA YOUTH SOCCER ORGANIZATION, LLC, d/b/a LAKESHORE UNITED FC**, a Wisconsin limited liability company and 501(c)(3) non-profit organization ("**Tenant**") and amends and restates in its entirety that certain "Land Lease Agreement" dated May 9, 2023 between Landlord and Tenant on the Premises (as defined below).

## RECITALS

A. Landlord is the fee owner of the approximately 52.84 acres of real property located in the City of Sheboygan, Wisconsin, and legally described on Exhibit A attached to this Lease and incorporated herein by reference (the "**Premises**"), subject to covenants, restrictions, reservations, liens, encumbrances, conditions, encroachments, easements and other matters of title that affect the Premises ("**Permitted Encumbrances**");

B. Tenant desires to lease the Premises for the purpose of developing and constructing a multi-sport and recreational facility for soccer and other recreational activities which includes, without limitation, natural and artificial playing surfaces, related permanent infrastructure, adequate parking and storage consideration primarily designed for soccer programming and operations but inclusive of other programming and operational opportunities for sports and other recreational pursuits and/or activities (collectively, the "**Project**"), on the terms and conditions set forth in this Lease.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant each hereby agrees as follows:

1. **GRANT OF LEASE; LEASE TERM; AND TENANT'S ACCEPTANCE OF CONDITION OF PREMISES.**

1.1 Grant of Lease. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant rents from Landlord the Premises subject to this Lease and the Permitted Encumbrances.

1.2 Term. The term of this Lease shall be for ninety-nine (99) Lease Years (as defined below), unless terminated earlier or otherwise extended as expressly provided herein (the "**Term**"). The Term shall commence on the Effective Date (the "**Commencement Date**"). For purposes of this Lease, a "**Lease Year**" means from October 1 of one calendar year to September 30 of the immediately succeeding calendar year.

1.3 Extension of the Term. Provided on the day prior to the end of the then current Term: (a) this Lease is in full force and effect, (b) Tenant, including, without limitation, all successors and assigns of Tenant, have performed all of Tenant's obligations and covenants under this Lease, and (c) there is no uncured default or event of default by Tenant under this Lease, the Term of this Lease shall automatically extend for a successive five (5) Lease Year period; unless otherwise terminated by Tenant on or prior to the November 1 immediately preceding the expiration of the then current Term.

1.4 “AS IS” Condition. Tenant has inspected the Premises and accepts the Premises “AS IS,” “WHERE IS” and “WITH ALL FAULTS” in its current condition without any express, implied or any other representations or warranties as to the condition of the Premises by Landlord. Landlord expressly disclaims any warranties or representations regarding the Premises and any and all conditions or entitlements related to the Premises and, further, makes no warranties or representations regarding the suitability of the Premises for the Project or Tenant’s use. Tenant warrants and represents that Tenant had adequate time and opportunity to conduct all due diligence Tenant deems necessary on the Premises and that Tenant is relying solely upon Tenant’s own judgment in proceeding to enter into this Lease and build the Project on the Premises.

2. **RENT**.

2.1 Rent. Tenant shall pay to Landlord the sum of One Dollar ($1.00) annually for each Lease Year of the Term as rent for use of the Premises under the terms of this Lease (the “**Rent**”). Rent shall be paid without demand and without abatement, deduction, or set-off. Rent for each Lease Year shall be due and payable in advance on or before the first ($1^{st}$) day of each Lease Year.

2.2 Tenant’s Obligation to Pay Taxes and all Operating Costs, Maintenance, Repairs and Replacements. During the Term, Tenant shall pay all operating expenses of whatever nature that relate to the Premises including, but not limited to, Taxes (as defined below), utility charges, insurance premiums, operating charges, maintenance, repair and/or replacement costs and/or expenses, construction costs and any other charges, costs and expenses which arise on the Premises or may be contemplated under any provisions of this Lease during the Term. Tenant shall keep and maintain the Project and the Premises in the same order and repair as would be required which includes, but is not limited to, that repair, remediation, update, or construction required to the high standard expected of the condition of the Premises by both Landlord and Tenant, and said considerations are to be discussed and determined with an annual report to be submitted by Tenant to Landlord regarding such conditions and requirements, with Landlord and Tenant to meet and confer with respect to any need based repairs, maintenance, remediation, and/or construction.

2.3 Lien Rights. All Rent due and to become due and all other obligations of Tenant to Landlord under this Lease shall as a result of the recording of this Lease, be a first lien on the Premises, the Project and all improvements on the Premises, and all other liens shall be subordinate to the lien of this Lease, except as otherwise required by applicable law.

2.4 Place of Payment. All sums payable to Landlord under the terms of this Lease shall be paid to or upon the order of Landlord at Landlord’s address set forth in this Lease or as otherwise designated in writing by Landlord. Landlord may change its address by notice to Tenant of such change pursuant to the terms of this Lease.

2.5 Past Due Rent. If Tenant fails to timely pay Rent or any other charge due under this Lease, such failure to timely pay shall be a Default (as defined below) under this Lease and the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

3. **REQUIRED INFORMATION FOR PROJECT.**

3.1 Required Information. Landlord shall have the right to terminate this Lease, if the Required Information (as defined below) has not been timely provided by Tenant to Landlord in form and substance reasonably acceptable to Landlord. On or before December 31, 2035, Tenant shall provide to Landlord the following required information related to the Project (collectively, the "**Required Information**") and such other documentation as Landlord may request, both in form and in substance acceptable to Landlord:

(a) A schedule for the construction of Tenant Improvements (as defined below) and identifying the following for the Project:

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Premises.

(b) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Tenant and Tenant's general contractor.

(c) Documentation confirming that Tenant has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Tenant shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

(d) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Lease and Landlord's expectations for the Project (the "**Final Plans**"). The Final Plans must be certified as final and complete and be signed by Tenant, the consulting engineer, architect and the general contractor (as applicable) and approved by Landlord in writing.

(e) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Tenant to execute and deliver this Lease and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Lease (including, without limitation, authorizing resolutions of Tenant).

(f) A traffic impact analysis for the entire Project: (i) completed by a Wisconsin-licensed, professional, traffic engineer that is acceptable to the Department of Public Works for the City of Sheboygan (as confirmed in writing), (ii) prepared in coordination with the City Engineer for the City of Sheboygan, and (iii) prepared in compliance with all ordinances of the City of Sheboygan at the time of the traffic impact analysis.

(g) A parking lot plan bearing the seal of a Wisconsin-licensed, professional, traffic engineer depicting the size, shape and configuration of the parking lot for the intended use of the Project, including, without limitation, accessibility for ingress and egress of any and all buses on the Premises. The parking lot plan will not be in compliance with, or satisfy the requirements in, this Lease without a letter of concurrence from the City of Sheboygan Public Works Department, which may be withheld by such department for any reason permitted by law.

(h) Upon the commencement of each of the Second Phase (as defined below) and the Third Phase (as defined below), Tenant shall furnish to Landlord either: (i) an irrevocable and binding loan commitment (A) from a lender reasonably acceptable to Landlord, (B) for a loan in an amount no less than the total cost of constructing the entire Project, and (C) accepted and executed by Tenant; (ii) a letter of credit from a financial institution authorized to do business in Wisconsin in an amount no less than the total costs of constructing the entire phase of the Project, or (iii) a performance bond issued by a surety reasonably acceptable to Landlord in an amount no less than the total cost of constructing the entire phase of the Project. If Tenant elects to furnish a performance bond to satisfy the foregoing requirements, such a performance bond shall be in the form attached to this Lease as Exhibit B and is incorporated herein by reference or such other form approved by Landlord in Landlord's sole discretion.

## 4. COMMENCEMENT NOTICE; TENANT IMPROVEMENTS.

4.1 Commencement Notice. Tenant shall provide a written notice to Landlord of Tenant's intention to commence the Project on or before December 31, 2027 (the "**Commencement Notice**"). To be effective, the Commencement Notice shall be accompanied by, or Tenant shall have previously delivered all of the Required Information. If Tenant does not timely provide the Commencement Notice and all of the Required Information to Landlord, Tenant will be deemed to not be ready to develop the Project and be in Default under this Lease. If Tenant does not cure all outstanding Default(s) within thirty (30) calendar days after written notice of such Default(s), Landlord may terminate this Lease and pursue all remedies available to it, whether set forth in this Lease, at law, in equity or otherwise.

4.2 Tenant Improvements. Tenant shall undertake, at Tenant's own expense, the following improvements, obligations and work on the Premises consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "**Tenant Improvements**"):

(a) Tenant shall construct and timely complete the Project. The proposed phasing for the Project is attached hereto as Exhibit C and Exhibit C is hereby incorporated by reference. With respect to the phasing as set forth in Exhibit C, timelines and benchmarking deadlines are as follows:

(i) For the first phase of the Project (the "**First Phase**"), Tenant shall finalize all conceptual design plans for the entire Project, core field construction of multiple 11 on 11 and 9 on 9 soccer fields and three hundred twenty-four (324) parking stalls. As of the Effective Date, the foregoing improvements for the First Phase are complete and operational. Additional improvements scheduled to be completed in the First Phase include temporary restrooms and the use of existing outbuildings for storage of athletic equipment (including, without limitation, goals for the existing fields) and maintenance equipment. The First Phase shall be completed on or before June 30, 2028.

(ii) For the second phase of the Project (the "**Second Phase**"), Tenant shall: (a) install and construct an additional four hundred fifty (450) parking stalls, buildings to house concessions, permanent public restrooms, administrative offices and shelters/pavilions; (b) expand the athletic facilities by adding grass fields and two (2) premium multi-sport turf fields; and (c) install permanent, low-dispersion lighting systems for playing surfaces. The foregoing Second Phase improvements on the Premises are depicted in the site plan attached hereto as Exhibit C. Tenant shall commence the Second Phase on or before July 1, 2028 and complete the Second Phase on or before July 1, 2031.

(iii) For the third phase of the Project (the "**Third Phase**"), Tenant shall install and construct: (a) a multi-sport indoor athletic facility designed for year-round use, programming and indoor competitions; (b) an integrated indoor training space, locker room and similar amenities; and (c) an additional 450 parking stalls (totaling 1,224 parking stalls). The foregoing Third Phase improvements on the Premises are depicted in the site plan attached hereto as Exhibit C. Tenant shall commence the Third Phase on or before July 1, 2031 and complete the Third Phase on or before December 31, 2033 (the "**Project Completion Date**").

Upon the commencement of the First Phase, Second Phase and Third Phase, respectively, Tenant shall proceed to fully satisfy and complete all of the improvements, obligations and work set forth in this Section 4.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined below). The entire Project shall be open and available for occupancy on or before the Project Completion Date.

The parties shall meet and confer on an annual basis (or as may be required by Tenant and/or Landlord) as to any revision, modification, and/or material change to the phasing as set forth in Exhibit C including deadlines and benchmarks, and approval of any proposed revision, modification, and/or materials change to the phasing and/or the deadlines and/or benchmarks as set forth in this Section shall not be unreasonably withheld. No revision, modification, and/or material change to the phasing or the deadlines and/or benchmarks as set forth in this Section shall be effective and binding until agreed to in writing by Landlord and Tenant.

(b) Tenant shall promptly pay for all applicable fees and charges related to the Project as and when due.

(c) Tenant shall be responsible for all landscaping and landscaped screening on the Premises, including, without limitation, trees, shrubs, seeding or sod related to the Project.

(d) Tenant shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(e) Tenant shall install, or have installed, all sanitary sewer and water laterals on the Premises, as well as connections of such laterals to new or existing sewer and water mains.

(f) Tenant shall install, or have installed, all storm water drainage systems and facilities on the Premises, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Tenant shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Premises.

(h) Tenant shall be responsible for all costs related to the work to be performed by Tenant under this Lease, including, but not limited to, all applicable engineering, inspections, materials, labor, permit, impact, license and any and all other fees.

The obligations of Tenant under this Lease shall be deemed covenants running with the land and shall be applicable to Tenant’s successors and assigns and all other persons or entities acquiring any interest in the Premises during the Term of this Lease.

4.3 Progress and Quality of Work. Upon commencement of Tenant Improvements, Tenant shall proceed to the full completion of the Tenant Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as provided below. Subject to the foregoing, completion of each phase of the Project shall occur on or before the applicable completion date set forth in Section 4.2 above. All work to be performed by or on behalf of Tenant related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in Sheboygan, Wisconsin.

4.4 Compliance Obligations. All of the Tenant Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and Tenant shall, at Tenant's cost, obtain and maintain all necessary permits and licenses for the Tenant Improvements.

4.5 Time is of the Essence. Time is of the essence with reference to Tenant's obligation to commence and complete the Tenant Improvements.

4.6 Removal of Fill from Premises. Notwithstanding any provision herein to the contrary and as additional consideration for Landlord entering into this Lease, Tenant acknowledges that: (a) Landlord has a need for the fill located on the Premises, (b) this Lease does not grant Tenant any right to such fill on the Premises, and (c) Tenant will not commence construction of the Project prior to Landlord removing all desired fill from the Premises.

5. **USE**.

5.1 Permitted Use. The Project and Tenant Improvements thereon shall be used solely for recreational purposes, subject to the restrictions set forth herein. Neither Tenant nor any successor or assign of Tenant shall use or permit the Tenant Improvements to be used in any manner other than the manner permitted by this Lease.

5.2 Prohibited Uses. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT SHALL USE OR PERMIT ANY TENANT IMPROVEMENT TO BE USED IN ANY MANNER WHICH IS CONTRARY TO ANY APPLICABLE STATUTE, RULE, ORDER, ORDINANCE, REQUIREMENT OR REGULATION, VIOLATE ANY CERTIFICATE OF OCCUPANCY AFFECTING THE PROJECT OR THE PREMISES, CAUSE INJURY OR DAMAGE TO THE PROJECT OR PREMISES, CAUSE THE VALUE OR USEFULNESS OF ALL OR ANY PART OF THE PROJECT OR PREMISES TO DIMINISH (OTHER THAN NORMAL WEAR AND TEAR), CONSTITUTE A PUBLIC OR PRIVATE NUISANCE OR WASTE, OR RENDER THE INSURANCE ON THE PROJECT OR PREMISES VOID OR THE INSURANCE RISK MORE HAZARDOUS OR CREATE ANY DEFENSE TO PAYMENT. TENANT AND ALL SUCCESSORS AND ASSIGNS OF TENANT AGREES THAT IT WILL PROMPTLY, UPON DISCOVERY OF ANY SUCH PROHIBITED USE, TAKE ALL NECESSARY STEPS TO COMPEL THE DISCONTINUANCE OF SUCH PROHIBITED USE.**

5.3 No Adverse Possession. Tenant shall not use, suffer or permit all or any portion of the Premises to be used in such manner as might reasonably tend to impair Landlord's title to all or any portion of the Premises, or in such manner as might reasonably make possible a claim of adverse possession or of implied dedication of all or any portion of the Premises.

5.4 Recording of Lease as Restrictive Covenant on Use of Premises. Landlord and Tenant, on an annual basis (or as may be required by Landlord and/or Tenant), but in every event on or before March 1 of each calendar year during this Lease, shall discuss and determine Landlord's desired uses, scheduled events or reservations, programming and event needs for a given calendar year (collectively, the "**Landlord Desired Programming**") and any fee or fee structure associated therewith. As consideration for entering into this Lease, Tenant agrees to provide Landlord a discounted fee or fee structure for the Landlord Desired Programming. The foregoing discussions shall set forth the specific parameters, dates, site usage, and post event cleanup and maintenance requirements related to Landlord Desired Programming. Landlord Desired Programming shall not interfere with Tenant's previously scheduled soccer programming and operations on site or with Tenant's previously scheduled primary uses, programming, and operational needs (collectively, the "**Previously Scheduled Programming**"). The Previously Scheduled Programming shall be given priority over any Landlord desired dates and times that overlap with Previously Scheduled Programming. For the avoidance of any doubt and notwithstanding any provision herein to the contrary, if Tenant accepts all or any portion of Landlord Desired Programming, the Landlord Desired Programming shall have priority over any of Tenant's soccer programming, operations on site, primary uses, programming or operational needs that arise subsequent to Tenant accepting the conflicting portion of the Landlord Desired Programming, unless Landlord agrees, in Landlord's sole discretion, to an alternative date or time for such Landlord Desired Programming.

6. **TAXES**.

6.1 Taxes. "**Taxes**" shall mean real estate taxes, assessments (general or special), sewer rents, rates and charges, transit taxes, taxes based upon leases or the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary which may now or subsequently be levied, assessed or imposed against all or any portion of the Premises and/or the Project, any interest in the Premises or the Project, or any improvements thereon. At its sole cost and expense, Tenant shall pay all Taxes. Notwithstanding anything contained in the foregoing definition to the contrary:

(a) If at any time the method of taxation then prevailing shall be altered so that all or any part of any new or additional tax, assessment, levy, imposition or charge shall be imposed upon Landlord in place or partly in place of any Taxes or contemplated increase in such Taxes, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Premises or the Project, the rents or other income from the Premises or the Project or any leases of all or any part of the Premises or the Project, then all or any part of such new taxes, assessments, levies, impositions or charges, shall be included in Taxes levied, assessed or imposed against the Premises or Project and are obligations to be paid by Tenant under this Lease. Tenant shall advance to Landlord, prior to the due date of any such Taxes an amount equal to any Taxes Landlord may be required to pay under this Section 6.1(a).

(b) Notwithstanding the Lease Year for which any such taxes or assessments are levied, in the case of special taxes or assessments which may be payable in installments, the amount of each installment, plus any interest, payable during any Lease Year shall be considered Taxes assessed and levied for that Lease Year. Except as provided in the preceding sentence, all references to Taxes assessed, levied, confirmed or imposed during a particular Lease Year shall be deemed to refer to Taxes levied, assessed or otherwise payable during such Lease Year without regard to when such Taxes are imposed.

6.2 Payment. At its sole cost and expense, Tenant shall pay directly, before any fine, penalty, interest or cost is incurred, all Taxes which are assessed, levied, confirmed, imposed or which become a lien upon the Premises or the Project with respect to any period of time within the Term. Taxes shall be prorated for the first and last Lease Year of the Term.

6.3 Contest. Tenant shall have the right at its own expense to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith provided that, prior to contesting the Taxes, Tenant either (i) pays the tax in full or (ii) deposits 100% of the amount of the Taxes, an irrevocable letter of credit in that amount or a bond in that amount with Landlord. In connection with any such contest, Tenant shall reimburse Landlord for all attorneys' fees and other costs incurred by Landlord on demand and shall pay when due the Taxes, if any, as finally determined in such proceedings which Tenant had not previously paid, and all costs, fees, including attorneys' fees, interest, penalties, fines and other liabilities relating thereto.

7. **INSURANCE**.

7.1 Fire and Casualty. Tenant shall continuously maintain in full force and effect during the Term of this Lease a policy or policies of insurance insuring the Project and all Tenant Improvements to their Full Replacement Cost (as hereafter defined) against loss or damage by fire, casualty and extended perils and other perils with replacement cost and agreed amounts endorsements, and such other endorsements as may be reasonably required by Landlord or, if applicable, Tenant's mortgagee, including, but not limited to, an endorsement to provide coverage against acts of terrorism. For the purposes of this Lease, "**Full Replacement Cost**" shall be interpreted to mean the cost of replacing the Project and all Tenant Improvements impacted by such fire, casualty or other peril to like kind and quality, with all required building code upgrades, as the Project and all such Tenant Improvements were prior to such fire, casualty or other peril and, in addition, a reasonable amount for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Project and such Tenant Improvements as a result of such fire, casualty or other peril.

7.2 Liability. During the Term, Tenant shall continuously maintain in full force and effect the following additional insurance coverages:

(a) Commercial general liability against any loss, liability or damage on, about or relating to all or any portion of the Project, the Premises and all Tenant Improvements, with limits of not less than $2,000,000 each occurrence for bodily injury and property damage and $3,000,000 combined single limit coverage for bodily injury or property damage claims, claims involving contractual liability, and claims for consequential damages arising out of or in connection with Tenant's operations in and maintenance and use of the Project, the Premises and all Tenant Improvements. Such limits may be increased from time to time as reasonably determined by Landlord to amounts consistent with prevailing industry standards. Tenant shall carry excess umbrella insurance over the commercial general liability policy with limits of not less than $2,000,000.

(b) Appropriate insurance on all of personal property on the Premises and in the Tenant Improvements.

(c) Workman's compensation insurance in amounts required by applicable law.

Notwithstanding any provision herein to the contrary, Landlord shall reevaluate and reassess the sufficiency of the insurance coverages and amounts required under this Lease no less than once between every ten (10) year anniversary of the Commencement Date, and Tenant agrees to obtain and continuously maintain in full force and effect all insurance coverages and at such amounts required under this Lease, including, without limitation, all additional coverages or increased coverage amounts determined and required by Landlord after the Effective Date.

7.3 Builder's Risk. Tenant shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the "contract sum" contained in its construction contract for all phases of the Project, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the Tenant Improvements on a Full Replacement Cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made to Tenant's contractor or construction manager for construction of the Project and all Tenant Improvements. This property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for an architect's, contractor's and/or construction manager's services and expenses required as a result of such insured loss. This property insurance shall cover portions of the Project and Tenant Improvements stored off the Premises, and also portions of work in transit.

7.4 Policies. All fire, casualty and property policies of insurance required by this Lease shall provide that the proceeds shall be payable to Tenant and any mortgagee, as their interests may appear. Landlord shall be named as an additional insured, on a primary and non-contributory basis, on the liability and builder's risk policies. All policies of insurance shall be written by a company or companies reasonably satisfactory to Landlord and licensed in the State of Wisconsin, and with a general policyholder's rating of not less than A and a financial rating of not less than XI in the most current available Best's insurance reports, and on a form acceptable to Landlord. Certificates of insurance reasonably acceptable to Landlord (or a copy of the policy if requested by Landlord's lender) shall be delivered to Landlord endorsed "Premium Paid" by the company or agent issuing the same or accompanied by other evidence satisfactory to Landlord that the premiums have been paid as of the Effective Date; and prior to expiration of such policy, certificates of insurance, plus evidence of premium payment, shall be delivered to Landlord not less than twenty (20) days prior to the expiration of the then current policy term. Each policy shall not be cancelled or coverage decreased without at least thirty (30) days prior written notice to Landlord given by Tenant.

7.5 Blanket Policies. Nothing in this Section 7 shall prevent Tenant from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Section 7 under a blanket insurance policy or policies which may cover other properties owned or operated by Tenant as well as the Project; provided, however, that any such policy of blanket insurance of the kind provided for shall (a) specify the amounts exclusively allocated to the Project and all Tenant Improvements or Tenant shall furnish Landlord and any mortgagee with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Project and all Tenant Improvements, and (b) not contain any clause which would result in the insured being required to carry any insurance with respect to the property covered in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the named insured from becoming a co-insurer of any loss with the insurer under such policy; and further provided, however, that such policies of blanket insurance shall, as respects the Project and all Tenant Improvements, contain the various provisions required of such an insurance policy by the provisions of this Section 7.

7.6 Tenant's Indemnification. Tenant agrees to indemnify and save Landlord harmless against and from any and all third party claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees), arising out of Tenant's construction of the Project and Tenant Improvements or from any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, concessionaires or licensees in or about the Project or the Premises; but excluding any claims, damages, losses, liabilities or expenses to the extent caused by the willful misconduct of Landlord or Landlord's employees, agents, contractors or invitees. In case any action or proceeding is brought against Landlord by reason of any claim covered by Tenant's indemnity, Tenant, upon notice from Landlord, shall defend such action or proceeding that is brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to defend such action or proceeding at no cost or expense to Landlord. Landlord reserves its rights as an additional insured on the insurance policies, if any, to approve counsel selected by the insurance company. If the claim is in excess of the insurance limits, Tenant will engage counsel to defend Landlord on the excess claim who is reasonably acceptable to Landlord.

## 8. **UTILITIES**.

8.1 Utility Service. Tenant shall directly pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises, the Project or any Tenant Improvements thereon or otherwise chargeable against the Premises, the Project or Tenant Improvements during the Term, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, digital subscriber line, or other public or private utility services. Landlord shall not be liable for the provision of any such services or any interruption or discontinuation of any such services nor shall such interruption or discontinuation constitute grounds for constructive eviction.

8.2 Deposits. In the event that any charge, deposit or fee is required to furnish any utility to the Premises as a condition precedent to furnishing or continuing to furnish such utility, such charge, deposit or fee shall be deemed to be a utility charge payable directly by Tenant.

9. **REPAIRS**.

9.1 Good Order and Repair. At its sole cost and expense throughout the Term, Tenant shall (a) take good care of the Premises and all Tenant Improvements thereon; (b) keep the same in good order and condition (ordinary wear and tear and casualty damages not covered by insurance excepted); and (c) make and perform all maintenance and all repairs, interior and exterior, structural and non-structural, of every nature, kind and description in and to the Premises, the Tenant Improvements and the Project as may be necessary or advisable to keep the Premises, the Tenant Improvements and the Project in good working condition consistent with the best and highest-rated sports complex facilities in the State of Wisconsin, as determined by Landlord in Landlord's sole discretion. When used in this Lease, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be at least equal in quality to the original work performed in constructing the Project and all such Tenant Improvements and shall be made in a good and workmanlike manner in accordance with all applicable laws, ordinances and regulations.

9.2 Exterior Maintenance. At all times during the Term, Tenant shall take good care of, repair and maintain all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Project, including appurtenant areas, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions.

9.3 No Landlord Responsibility. Landlord shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations whatsoever in, about or to the Project or the Premises. To the extent Landlord makes any such repairs, replacements or alterations, whether as a result of undue delay by Tenant or otherwise, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making such repairs, replacements or alterations.

10. **COMPLIANCE WITH LAWS**. Tenant shall at its sole cost and expense promptly comply or cause compliance with or remove or cure or repair any violation of any and all encroachments, any present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Project or the Premises and the appropriate departments, commissions, boards and their officers; and the orders, rules and regulations of the Board of Fire Underwriters where the Project is situated; or any other body now or subsequently constituted exercising lawful or valid authority over the Project.

11. **CONSTRUCTION LIENS AND OTHER LIENS**. Tenant shall not suffer or permit any construction lien or other lien to be filed against all or any portion of the Project or the Premises, by reason of work, labor, services, equipment or materials supplied or claimed to have

been supplied to the Project or Premises, or any portion of the Project or Premises. If any such construction lien or other lien shall at any time be filed against all or any portion of the Project or Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after notice thereof. If Tenant shall fail to discharge such construction lien or liens or other lien within such period it shall be deemed a Default and then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Project or Premises by deposit of a cash sum or a bond or other security, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Project. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses (including reasonable attorneys' fees), and interest at the rate of three percent (3%) above the prime rate as published from time to time by the Wall Street Journal or publication of a similar nature if the Wall Street Journal stops publishing per annum (the "**Default Interest Rate**"), shall be repaid by Tenant to Landlord on demand. Tenant shall indemnify and defend Landlord and its agents and employees and save Landlord, its agents and employees and all or any portion of the Project and Premises, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, attorneys' fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien placed on the Premises or against Tenant.

12. **<u>TENANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS</u>**. Tenant hereby represents, warrants and covenants that:

(a) Tenant is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Tenant has full authority to execute and perform this Lease and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Lease;

(c) the execution, delivery, and performance of Tenant's respective obligations pursuant to this Lease will not violate or conflict with (i) Tenant's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Tenant is a party, or (iii) any law applicable to Tenant or the Project;

(d) this Lease constitutes legal, valid, and binding obligations of Tenant enforceable against Tenant in accordance with their respective terms;

(e) Tenant will expeditiously complete the development and construction of Tenant Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to Landlord regarding the Project;

(f) Tenant will not make or consent to any material modifications to the Final Plans without the prior written consent of Landlord;

(g) Tenant will promptly furnish to Landlord, during the term of this Lease, written notice of any litigation affecting Tenant and any claims or disputes which involve a material risk of litigation against Tenant;

(h) Tenant will deliver to Landlord revised statements of estimated costs of the construction for Tenant Improvements showing changes in or variations from the original cost statement provided to Landlord as soon as such changes are known to Tenant;

(i) Tenant will provide to Landlord, promptly upon Landlord's request, any information or evidence deemed necessary by Landlord related to performance of Tenant under this Lease to enable Landlord to timely and accurately complete any accounting or reporting requirements applicable to Landlord related to the transactions under this Lease; and

(j) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Tenant is pending or threatened, and no other event has occurred which may materially adversely affect Tenant's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Landlord in writing.

13. **LANDLORD'S RIGHT TO CURE DEFAULT**.

13.1 Right to Cure. If Tenant shall at any time fail to (a) pay any Taxes in accordance with the provisions of this Lease; (b) obtain, pay for, maintain and deliver any of the copies of insurance policies or certificates of insurance provided for in this Lease; (c) make any repair required under the Lease; (d) make any other payment or perform any other act on its part to be made or performed under the Lease, then Landlord, after thirty (30) calendar days prior written notice to Tenant (or without notice in case of emergency or in the case of insurance) or such longer period if such cure cannot reasonably be completed by Tenant in a diligent, continuous, and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed one hundred twenty (120) calendar days from the date of notice, and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or any Default created by Tenant related thereto, may, but shall be under no obligation to, (i) obtain, pay for and maintain any of the insurance policies provided for in this Lease; (ii) make any repair; or (iii) make any other payment or perform any other act on Tenant's part to be paid or performed as provided in this Lease, and Landlord may enter upon the Premises for any such purpose and take all such action in the Premises or on the Premises as may be reasonably necessary. Nothing contained in this Lease shall be deemed as a waiver or release of Tenant from any obligation of Tenant or any Default under this Lease.

13.2 Reimbursement. All sums so paid by Landlord pursuant to Section 13.1 above and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with the performance of any such payment, together with interest at the Default Interest Rate from the respective dates of Landlord's making of each payment of such cost and expense, shall be paid by Tenant to Landlord within two (2) calendar days after written demand.

## 14. DEFAULTS OF TENANT.

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute a "**Default**" under this Lease:

(a) If default shall be made in the due and punctual payment of any amount to be paid by Tenant under this Lease, when and as the same shall become due and payable and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant;

(b) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than matters of an emergency nature and other than those referred to in paragraph (a) of this Section 14.1, and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant or such longer period if such cure cannot reasonably be completed by Tenant or Lender in a diligent, continuous and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed ninety (90) calendar days from the date of notice.

(c) If any representation made by Tenant in this Lease is determined at any time to be materially inaccurate or misleading.

(d) If (i) Tenant shall make an assignment for the benefit of creditors; (ii) a voluntary petition is filed by Tenant under any law having for its purpose the adjudication of Tenant a bankrupt, or an involuntary petition in bankruptcy is filed against Tenant which is not dismissed within sixty (60) days; (iii) a receiver be appointed for the property of Tenant where possession is not restored to Tenant within thirty (30) days; or (iv) any department of the State of Wisconsin or the federal government, or any officer of such department duly authorized, shall take possession of the business or any material property of Tenant unless (in the case of a petition filed against Tenant) the same is dismissed within sixty (60) days.

14.2 Remedies. If a Default in not timely cured, to the extent any cure is permitted hereunder, Landlord shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity or elsewhere in this Lease:

(a) To the extent the conditions of Wis. Stats. §704.31 (as that section may be amended, renumbered or recreated from time to time) are met, Landlord may terminate this Lease and the Premises and all improvements thereon (including, without limitation, the Tenant Improvements) shall revert back to Landlord;

(b) Landlord may terminate Tenant's rights with regard to the Premises without terminating this Lease by giving written notice to Tenant that all of Tenant's rights to the Premises (including, without limitation, the right of possession) shall end on the date stated in such notice, whereupon Tenant's rights with regard to the Premises shall cease on the date stated in such notice and all improvements thereon (including, without limitation, the Tenant Improvements) shall revert back to Landlord; and

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord under this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement in this Lease, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief and for recovery of all monies due or to become due from Tenant under any of the provisions of this Lease. Landlord shall, to the extent required by law, mitigate Tenant's damages.

14.3 Surrender of Possession. If Landlord exercises either of the remedies provided for in Sections 14.2(a) and 14.2(b) above, Tenant shall surrender possession of and vacate the Premises and all Tenant Improvements and deliver possession of the Premises and all Tenant Improvements to Landlord in accordance with such provisions.

14.4 Additional Rights and Remedies. Notwithstanding anything to the contrary contained in this Lease, in addition to the remedies set forth herein, Landlord may pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Wisconsin.

14.5 Termination of Lease. In the event of the termination of this Lease by Landlord, Landlord shall be entitled to recover from Tenant all the accrued and unpaid Rent for the period up to and including such termination date as well as all other additional sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies under this Lease. Notwithstanding the foregoing, all damages shall be subject to Landlord's obligation to mitigate.

14.6 Personal Property. All property removed from the Project by Landlord pursuant to any provisions of this Lease or by law may be handled, removed or stored by Landlord at the cost and expense of Tenant. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord in such removal and for storage charges for such property as long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant after the end of the Term and in accordance with applicable state statute, however terminated, shall, at Landlord's option, be conclusively deemed to have been abandoned. Landlord shall have a lien on all such property located on the Premises to secure Tenant's obligations hereunder.

14.7 Costs. Tenant shall pay all reasonable costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees of Landlord in enforcing the obligations of Tenant under this Lease.

15. **DESTRUCTION AND RESTORATION**.

15.1 Restoration/Termination. Subject to Section 15.3, in the event the Project shall be damaged or destroyed by fire or otherwise, Tenant shall promptly complete all Restoration (as defined below) of the Project and all affected Tenant Improvements as soon as reasonably possible to at least the condition that the Project and all Tenant Improvements were in immediately prior to such damage or destruction with such changes or alterations (made in conformity with this Lease) as may be reasonably acceptable to Landlord and required by law. Tenant shall promptly give Landlord written notice of such damage or destruction upon any such occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction and the timeline for completion of such Restoration. For the purposes of this Lease, "**Restoration**" shall mean the restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of all or any portion of the Project and Tenant Improvements pending completion of such work on the Project and all impacted Tenant Improvements). The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Lease. To the extent Landlord receives any insurance proceeds for the reconstruction of the Project and any impacted Tenant Improvements, it shall pay over to Tenant in accordance with Section 15.2 below the net insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) received by Landlord in such event for the Restoration. If the total of the net amount of the insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) recovered by Tenant and the net insurance proceeds to be paid by Landlord to Tenant hereunder is insufficient to complete the Restoration (as determined by Tenant obtaining a contractor's guaranteed maximum price for the costs of Restoration and Landlord confirming its acceptance of the plan of Restoration) and there is a shortfall, Tenant shall deposit with a title insurance escrow agent the amount of the shortfall necessary to complete the Restoration less the amount of insurance proceeds available therefore.

15.2 Insurance Proceeds. All insurance monies recovered by Tenant or Landlord on account of any damage or destruction, plus the amount of any funds deposited by Tenant with Landlord subject to Section 15.1 above (including, without limitation, Landlord's offsets from insurance proceeds), shall be applied by Tenant to the payment of the costs of the Restoration. Tenant shall enter into an escrow agreement with a title company, who shall issue down-dated title report to Landlord with each disbursement to pay for the design and construction of the Restoration with a final down-dated endorsement when the Restoration is substantially complete.

15.3 Early Termination. If the Project shall be destroyed or damaged (through no intentional act of Tenant) and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within four hundred fifty (450) calendar days after the date of such damage or destruction, or if Tenant is unable to escrow sufficient funds to pay for the Restoration, then either Landlord or Tenant shall have the option, within ninety (90) calendar days after the casualty, to terminate this Lease by notice, in writing, addressed to the other specifying such election. Upon giving of such notice, the insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to construction of the Project. All remaining insurance proceeds thereafter shall then be retained by Tenant. This Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. Tenant shall pay to Landlord all Rent and other charges payable by Tenant under this Lease, apportioned to the date of such termination. Notwithstanding the foregoing, if the Project shall be destroyed or damaged during the last three years of the Term and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within six (6) calendar months after the date of such damage or destruction, then either party shall have the option, within thirty (30) days after the casualty, to terminate this Lease by notice, in writing, addressed to the other party, specifying such election. Upon giving of such notice, all insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to construction of the Project. All remaining insurance proceeds shall be retained by Tenant. The Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. Tenant shall pay to Landlord all Rent and other charges payable by Tenant under this Lease, apportioned to the date of such termination.

16. **CONDEMNATION**.

16.1 Taking all or a Material Portion of the Project. For the purposes of this Section 16, a "**Material Portion of the Project or Premises**" means a partial taking of the Project or the Premises that Tenant reasonably determines to materially interfere with its remaining operations. If the entire Project or Premises or a Material Portion of the Project or Premises shall be taken during the Term as the result of the exercise of the power of eminent domain or conveyed under threat of such power (referred to below as the "**Proceedings**"), this Lease and all right, title and interest of Tenant under this Lease shall terminate on the earlier of taking of possession by the condemning authority or the date of vesting of title pursuant to such Proceedings. Landlord shall be entitled to and shall receive the total award made in such Proceedings attributable to the fee title in the land taken and Tenant shall be entitled to and shall receive the total award made in such proceedings attributable to the improvements, and for the cost of realigning, relocating or removing its personal property or for relocation expenses, and that does not reduce the amount payable to Landlord for the value of the fee taken.

16.2 Taking a Non-Material Portion of the Project. For the purposes of this Section 16, a "**Non-Material Portion of the Project or Premises**" means a partial taking of the Project or Premises that Tenant reasonably determines does not materially interfere with its remaining operations. If, during the Term, a Non-Material portion of the Project or Premises is taken, this Lease shall, upon the earlier of taking of possession by the condemning authority or vesting of title in the Proceedings, terminate as to the parts so taken but remain valid and binding on all other parts not taken. Tenant and Landlord shall each be entitled to the award as provided in Section 16.1 above. Tenant covenants and agrees, at Tenant's sole cost and expense (subject to reimbursement to the extent provided below), to promptly complete Restoration of that portion of the Project or Premises not so taken for the use of Tenant. Landlord and Tenant agree in connection with such Restoration to apply the net amount of any award (after deduction of all costs and expenses, including reasonable attorneys' fees) to the Restoration in the same manner and to the same extent as provided for the Restoration of a casualty in Section 15.1 above.

17. **ASSIGNMENT AND SUBLETTING**.

17.1 Landlord Consent Required. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld, conditioned or delayed in Landlord's sole discretion and for any reason, (a) assign, transfer, mortgage, or encumber this Lease or any interest under it (except such mortgage or encumbrances related to any loans to the extent the proceeds from such loans pay for the design or construction of the Project, the Tenant Improvements and its appurtenant improvements, collectively, "**Loans**") (b) allow to exist or occur any transfer of this Lease or Tenant's interest in this Lease by operation of law. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any such assignment shall be a Default under this Lease. Without limiting the generality of the foregoing, this Lease may not be assigned, transferred mortgaged or encumbered to (a) to any parent company, subsidiary, joint venture partner, related corporate entity or other affiliate of Tenant (i.e., any entity controlling, controlled by or under common control with Tenant), (b) to an entity that purchases all or substantially all of the assets of Tenant or any of Tenant's affiliates or any division of Tenant or any of Tenant's affiliates or (c) pursuant to a merger, consolidation or reorganization of Tenant or any affiliate of Tenant. Notwithstanding the forgoing terms of this Section 17.1, the restrictions on transfer shall not apply in the event of a sheriff's sale pursuant to a judgement of foreclosure obtained by Tenant's lender solely related to the Loans.

17.2 No Release of Tenant. No assignment by Tenant and no consent by Landlord to any assignment shall operate to relieve Tenant from any covenant or obligation under this Lease or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment by Tenant or anyone claiming by, through or under Tenant. Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including, without limitation, Landlord's reasonable attorneys' fees incurred in connection with any assignment, subletting, use, occupancy, transfer or encumbrance made or requested by Tenant.

17.3 Assumption. If Tenant shall assign this Lease (as permitted in this Lease), the assignee shall expressly assume all of the obligations of Tenant under this Lease in a written instrument reasonably satisfactory to Landlord which shall be furnished to Landlord not later than fifteen (15) calendar days prior to the effective date of such assignment, together with a certified copy of an appropriate resolution authorizing such assumption.

17.4 Subletting Prohibition. No subletting of the Premises, the Project or any Tenant Improvements shall be permitted at any time without the express written consent of Landlord which may be withheld, conditioned or delayed for any reason.

18. **CHANGES AND ALTERATIONS**. All alterations to the Project and the Premises desired by Tenant or required by Landlord under this Lease, after it is constructed, must

be made at Tenant's own cost and expense in a good workmanlike manner in accordance with the laws, ordinances and codes relating thereto and free from any valid claim or claims for construction liens and in accordance with plans and specifications therefor first approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, interior and non-structural alterations, less than Twenty Thousand Dollars ($20,000.00) shall not require Landlord's consent.

19. **HAZARDOUS AND TOXIC MATERIALS**.

19.1 Definitions. For purposes of this Section 19, "**hazardous or toxic material**" shall be defined to include, without limitation, (a) asbestos or any material composed of or containing asbestos in any form and in any type, (b) polychlorinated biphenyl compounds ("**PCB**") or any material composed of or containing PCB, or (c) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any law commonly referred to, as of the date of this Lease, as "Superfund" or "Superlien," or any successor to such laws, or any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, smoke, gas or particulate matters as now or subsequently in effect (each an "**Environmental Law**" and, collectively, the "**Environmental Laws**"), or any common law theory based on nuisance or strict liability.

19.2 No Violations. Neither Tenant nor any of the Tenant Responsible Parties (as defined below) shall conduct or authorize the generation, transportation, storage, installation, treatment or disposal at or on the Premises, of any hazardous or toxic material in violation of any Environmental Law, and any such action by Tenant or any of the Tenant Responsible Parties shall constitute a Default.

19.3 No Liens. Tenant and the Tenant Responsible Parties shall keep the Project free of any lien imposed pursuant to any Environmental Laws.

19.4 Payment of Costs. Tenant and the Tenant Responsible Parties shall timely pay when due any and all costs of removal of any hazardous or toxic material located on the Premises (whether stored on, disposed in or otherwise).

19.5 Compliance with Laws. If Tenant or any of the Tenant Responsible Parties generates, transports, stores, treats or disposes of any hazardous or toxic material at or on the Premises:

(a) Tenant shall, at its own cost and expense, comply with all Environmental Laws relating to clean-up or such hazardous or toxic materials and the restoration of the Premises, the Project and all impacted Tenant Improvements;

(b) Landlord and Tenant shall promptly provide the other with copies of all communications, permits or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises, of any hazardous or toxic material;

(c) Landlord and Landlord's agents and employees shall have the right (upon giving Tenant any notice required by this Lease) to enter the Premises and/or conduct appropriate tests for the purpose of ascertaining that Tenant and each of the Tenant Responsible Parties complies with all applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises; and

(d) In the event Tenant or any of the Tenant Responsible Parties uses, stores, originates hazardous or toxic materials on, in or at the Premises, then upon written request by Landlord, Tenant shall provide Landlord the results of appropriate tests of air, water and soil to demonstrate that Tenant and each of the Tenant Responsible Parties complies with the applicable Environmental Laws and all other applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises.

19.6 Tenant's Duties. If the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises of any hazardous or toxic material caused by Tenant, its employees, guests, agents, or contractors (collectively, the "**Tenant Responsible Parties**"): (a) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any common law theory based on nuisance or strict liability; (b) causes a significant public health effect; or (c) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and mitigate exposure to liability arising from the hazardous or toxic material, whether or not required by law.

19.7 Environmental Indemnities by Tenant and Landlord.

(a) Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's employees and service providers and any managing agents and leasing agents of the Premises, and all of their respective agents, partners, officers, directors and employees and all mortgagees (collectively, the "**Landlord Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by each of Landlord Indemnitees resulting, directly or indirectly, from hazardous or toxic material brought onto the Premises by Tenant or by anyone for whom Tenant is liable (including, without limitation, the Tenant Responsible Parties) or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease, except to the extent directly caused by the acts of Landlord or Landlord's agents or employees.

(b) Landlord agrees to indemnify, defend and hold harmless Tenant, its managers, shareholders, partners, trustees, employees and members and their respective agents, partners, officers, directors and employees and all mortgagees and all Tenant Responsible Parties (collectively, the "**Tenant Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Tenant Indemnitees resulting, directly or indirectly, from the hazardous or toxic material existing on the Premises as of the Effective Date, from hazardous or toxic material brought onto the Premises by Landlord or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease unless caused by or directly related to the acts or omissions of Tenant or any Tenant Responsible Parties. Landlord's obligations under this Section 19.7(b) shall survive the expiration or termination of this Lease.

19.8 Costs. Tenant agrees to indemnify, defend and hold harmless Landlord Indemnitees from and against any and all damages, costs, losses, expenses (including, but not limited to, actual attorneys' fees and engineering fees) arising from or attributable to any breach by Tenant or any Tenant Responsible Parties of any of Tenants warranties, representations or covenants in this Section 19.

19.9 Survival. All of Tenant's obligations under this Section 19 shall survive the expiration or termination of this Lease.

20. **RESERVATION OF RIGHTS.** Landlord hereby reserves unto itself the right to grant easements to utility providers on any portion of the Premises for the purpose of the installation and maintenance of water, sewer, electric, telecommunications, and all other utilities for any purpose.

21. **OWNERSHIP OF IMPROVEMENTS ON EXPIRATION DATE OR TERMINATION OF LEASE.**

21.1 Subject to the terms hereof, Tenant shall be the owner of the Tenant Improvements on the Premises during the Term of this Lease.

21.2 Upon the expiration of the Term or termination of this Lease and subject to applicable law, the Premises and all Tenant Improvements and all other improvements on the Premises shall become the sole property of Landlord free and clear of any and all liens and encumbrances and Tenant shall surrender its interest in the Premises to Landlord, except that all movable trade fixtures and other personal property not affixed to the Premises shall be and remain the property of Tenant. Tenant agrees to execute and deliver to Landlord any reasonable documents requested by Landlord to confirm Landlord's ownership of the Tenant Improvements and all other improvements on the Premises and to surrender its interest in the Project, the

Premises, the Tenant Improvements and all other improvements on the Premises to Landlord (including, without limitation, a subordination agreement).

22. **MISCELLANEOUS PROVISIONS**.

22.1 Inspection. Provided that Landlord has given Tenant reasonable prior notice (twenty-four (24) hours being deemed reasonable, except in case of emergency which then any shorter time period is deemed reasonable), Tenant agrees to permit Landlord and its authorized representatives to enter upon the Premises for the purpose of inspecting the development of the Project and/or the Premises and to cause Tenant to make any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body or the Board of Fire Underwriters, or any similar body, or otherwise pursuant to this Lease. Landlord will endeavor to exercise this right to reasonably avoid disruption to Tenant's operations on the Premises.

22.2 Notices. Any notice given under this Lease shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to Landlord:

City of Sheboygan
Attn: City Administrator
828 Center Avenue, Suite 300
Sheboygan, WI 53081

City of Sheboygan
Attention: City Attorney
828 Center Avenue, Suite 210
Sheboygan, WI 53081

With copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

If to Tenant:

Sheboygan Area Youth Soccer Organization, LLC d/b/a Lakeshore United FC
c/o Joseph J. Voelkner
602 North Sixth Street
Sheboygan, WI 53081

22.3 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed and no Default existing under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

22.4 Accord and Satisfaction. No payment received by Landlord of a lesser amount than the Rent or other costs, charges, fees or other amounts due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of Rent or other charges or pursue any remedy in this Lease.

22.5 Estoppel Certificates. Tenant and Landlord (to the extent applicable to Landlord) shall, each without charge at any time and from time to time, within thirty (30) calendar days after written request by the other party, certify by written instrument (to the extent true), duly executed, acknowledged and delivered to any mortgagee, assignee of a mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Premises:

(a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and setting forth the modifications);

(b) The dates to which the Rent has been paid in advance;

(c) Whether or not there are then existing any breaches or defaults by such party or the other party known by such party under any of the covenants, conditions, provisions, terms or agreements of this Lease against the enforcement of this Lease and specifying such breach or default, if any and if there are any such breaches or defaults, specify them and the steps needed to cure the same;

(d) That Tenant has made no advancements to or on behalf of Landlord for which it has the right to deduct from, or offset against, future Rent payments;

(e) Tenant has accepted the Premises and is in full and complete possession of the Premises; and

(f) Such other statements or certificates as any Mortgagee may reasonably request.

It is the intention of the parties hereto that any statement delivered pursuant to this Section 22.5 may be relied upon by any of such parties dealing with Landlord, Tenant or the Premises.

22.6 Partial Invalidity, Governing Law. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease or the application of such covenant, condition, provision, term or agreement to persons or circumstances other than to which it is held invalid or unenforceable, shall not be affected, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforceable in accordance with the internal laws of the State of Wisconsin without application of conflicts of law.

22.7 Successors. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord, its representatives, successors and assigns, and Tenant and its representatives, permitted successors and assigns.

22.8 Captions. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

22.9 No Joint Venture. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant under this Lease.

22.10 Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior and contemporaneous representations, covenants, warranties and agreements, if any, made by Landlord. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the then current parties to this Lease.

22.11 No Surrender. No surrender by Tenant to Landlord of this Lease or of all or any portion of the Premises, or any interest in the Premises, prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord and any lender with a lien on Tenant's interests in this Lease or any portion of the Premises, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord and such Tenant lender, as set forth above, shall constitute an acceptance of any such surrender.

22.12 Time. Time is of the essence of this Lease, and all provisions in this Lease relating to this Lease shall be strictly construed.

22.13 Exculpatory Provision. In case of default under this Lease by Landlord, Tenant shall provide Landlord notice of such default and permit Landlord to cure such default within ninety (90) calendar days of the date of such notice. Tenant shall look solely to the interests of Landlord in the Premises and the rents derived from the Premises; and Landlord shall not have any personal liability to pay any indebtedness accruing under this Lease or to perform any covenant, either express of implied, in this Lease contained; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, Landlord or any of Landlord's officers, agents or employees on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord contained in this Lease, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

22.14 Immunity. Nothing contained in this Lease constitutes a waiver of any immunity, statutorily or otherwise, available to Landlord or Tenant under applicable law.

22.15 Execution. The submission of this Lease for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this Lease becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the

Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease.

22.16 Recording of a Memorandum of this Lease Permitted. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

22.17 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Lease by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto.

22.18 Counterparts. This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Lease by signing any such counterpart.

22.19 Email and Facsimile Signatures. Signatures received by email or facsimile submission or by DocuSign or any other electronic signature platform shall be deemed to be original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

**LANDLORD: CITY OF SHEBOYGAN**

By: ________________________________________
Name: Ryan Sorenson, City Mayor

Attest: ______________________________________
Name: Meredith DeBruin, City Clerk

STATE OF WISCONSIN )
) I
SHEBOYGAN COUNTY )

Personally came before me this _____ day of ____________, 2026, the above named Ryan Sorenson and Meredith DeBruin, the City Mayor and City Clerk of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

______________________________________
Notary Public, Wisconsin
My commission _______________________

**TENANT: SHEBOYGAN AREA YOUTH SOCCER ORGANIZATION, LLC d/b/a LAKESHORE UNITED FC**

By: ________________________________________
Name: Christopher Lacey, President

STATE OF WISCONSIN )
) I
SHEBOYGAN COUNTY )

Personally came before me this _____ day of _________, 2026, the above named Christopher Lacey, the President of Sheboygan Area Youth Soccer Organization, LLC d/b/a Lakeshore United FC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

________________________________________
Notary Public, Wisconsin
My commission ________________________

## EXHIBIT A

## LEGAL DESCRIPTION OF PREMISES

**(1)**

Part of the East Half (E-1/2) of the Northeast Quarter (NE-1/4) of Section Four (4), Township Fourteen (14) North, Range Twenty-three (23) East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows: Commencing at the Northeast corner of Section Four (4); thence South 1° East along the East line of Section Four (4), 1,335.18 feet to the point of beginning; thence South 88°-22'-34" West, 469.99 feet; thence South 11°-12'-04" West, 743.25 feet; thence South 79°-05'-56" East, 387.31 feet to a point that is 45.00 feet from the center line of South Business Drive; thence North 16°-13'-49" East, 849.59 feet; thence South 88°-22'-34" West, 3.60 feet to the point of beginning, and FURTHER EXCEPTING that portion conveyed for highway purposes as recorded as Document No. 1954201.

**(2)**

Part of the Northeast Quarter (NE-1/4) of Section Four (4), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin, described as: Commencing 1,335.18 feet South of the Northeast corner of said Quarter; thence South 88°50' West, 2,214.96 feet; thence South 1°33' West, 1,302.46 feet; thence East to the center of U.S. Highway "141"; thence Northeast on highway to a point East of beginning; thence West to beginning; EXCEPTING commencing 1,335.18 feet South of the Northeast corner of Section Four (4); thence South 88°50' West, 448.7 feet; thence South 11°28' West, 543.25 feet; thence South 78°50' East, 375.25 feet; thence North 67°30' East, 95.45 feet to the center of U.S. Highway "141"; thence North 16°32' East on the center of said highway, 604.1 feet; thence South 88°50' West, 73.4 feet to beginning, excepting the South 97.00 feet of the aforedescribed property; FURTHER EXCEPTING commencing 1,335.18 feet South of the Northeast corner of Section 4; thence South 88°50' West, 448.7 feet; thence South 11°28' West, 543.25 feet to the point of beginning; thence South 78°50' East, 375.25 feet to the West right-of-way line of U.S. Highway "141"; thence South 16°32' West, 200.00 feet; thence North 78°50' West, 375.25 feet; thence North 11°28' East, 200.00 feet, more or less, to the point of beginning; FURTHER EXCEPTING Lot 1 of a Certified Survey Map recorded in Volume 15 of Certified Survey Maps, on Pages 9/10; as Document No. 1497070; FURTHER EXCEPTING that part annexed to the City of Sheboygan by File #1166487 and FURTHER EXCEPTING that portion conveyed for highway purposes as recorded as Document No. 1954201.

# <u>EXHIBIT B</u>

## PERFORMANCE BOND

**[SEE ATTACHED]**

# DRAFT AIA® Document A312® – 2010

## *Performance Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
« »« »
« »

**SURETY:**
*(Name, legal status and principal place of business)*
« »« »
« »

**OWNER:**
*(Name, legal status and address)*
« »« »
« »

**CONSTRUCTION CONTRACT**
Date: « »
Amount: $ « »
Description:
*(Name and location)*
« »
« »

**BOND**
Date:
*(Not earlier than Construction Contract Date)*
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*

Signature: ____________________
Name and Title: « »« »

**SURETY**
Company: *(Corporate Seal)*

Signature: ____________________
Name and Title: « »« »

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**
« »
« »
« »

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*
« »
« »
« »
« »
« »
« »

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

**.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

**.2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

**.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

**.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

**.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

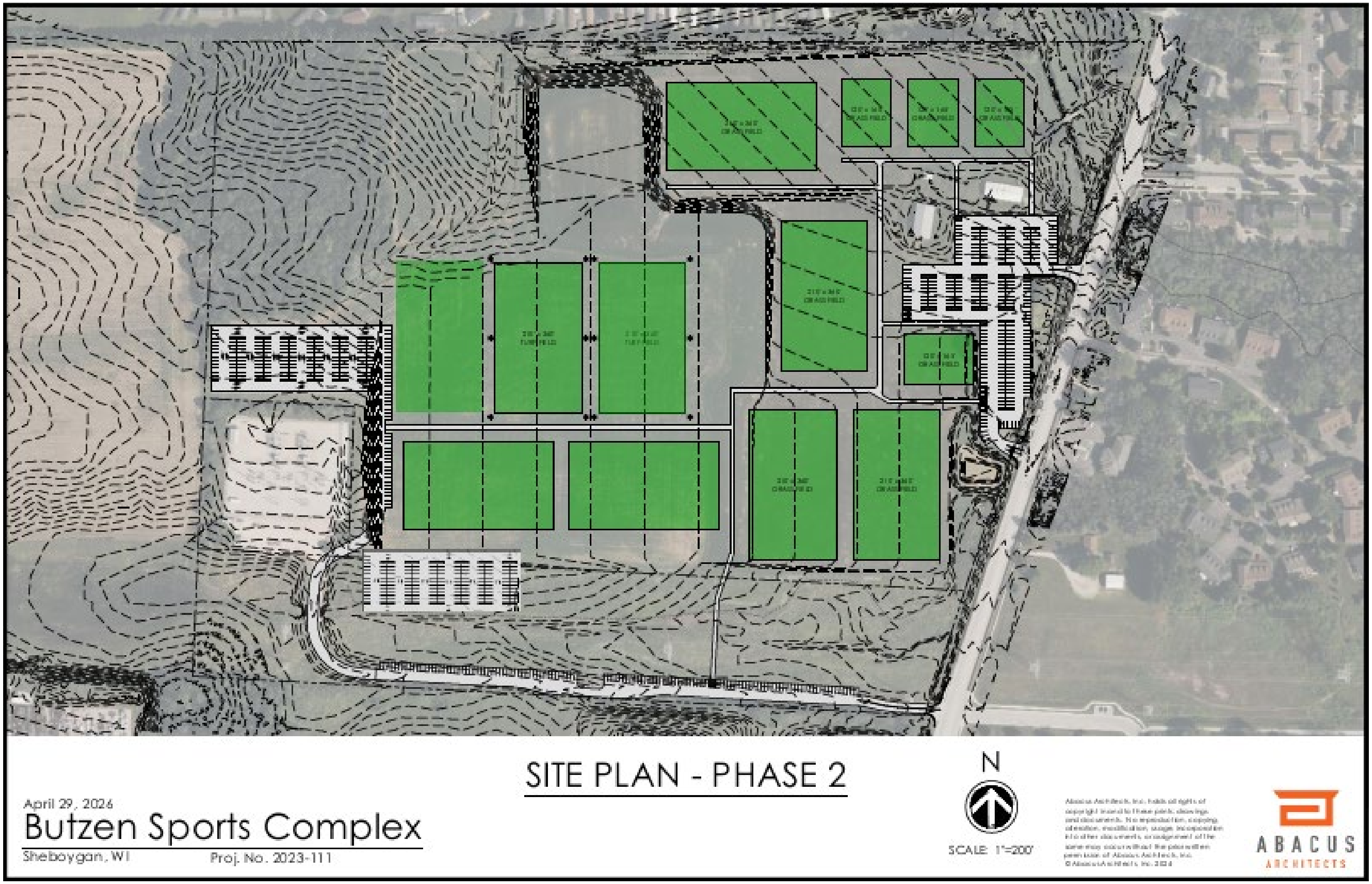
« »

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

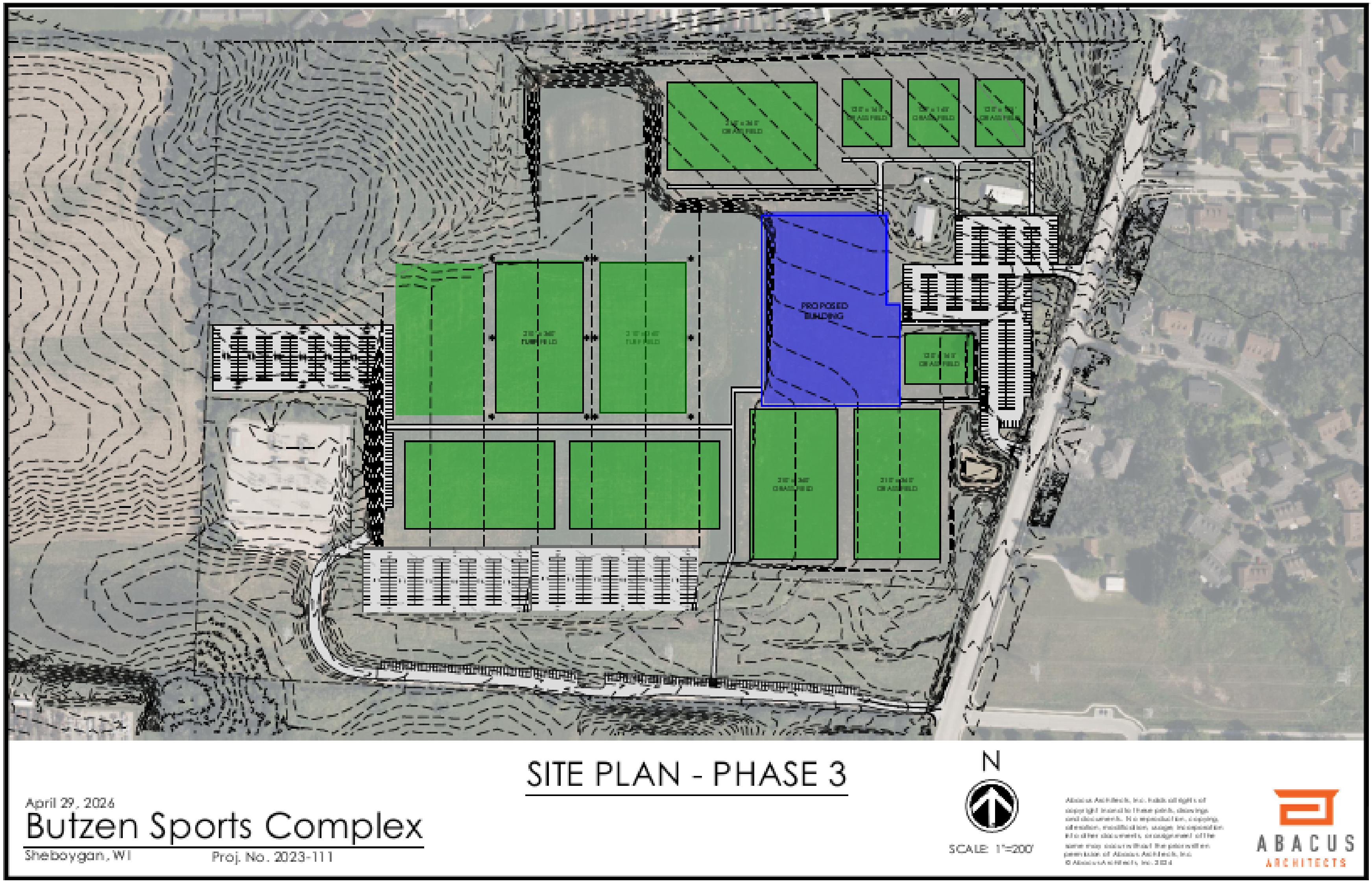
| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | « »« » | Name and Title: | « »« » |
| Address: | « » | Address: | « » |

# EXHIBIT C

## SITE PLAN


SITE PLAN - PHASE 2
April 29, 2026
Butzen Sports Complex
Sheboygan, WI
Proj. No. 2023-111
N
SCALE: 1"=200'
ABACUS
ARCHITECTS

[EXHIBIT C]


PROPOSED BUILDING
SITE PLAN - PHASE 3
April 29, 2026
Butzen Sports Complex
Sheboygan, WI
Proj. No. 2023-111
N
SCALE: 1"=200'
ABACUS
ARCHITECTS

[EXHIBIT C]