WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

LISTING CONTRACT TO LEASE COMMERCIAL PROPERTY - EXCLUSIVE RIGHT TO LEASE

Owner gives the Firm the exclusive right to rent 1221 Innovation Dr, in the City of Whitewater, County of Walworth, Wisconsin ("Premises"), Insert additional description of real estate, if necessary, at lines 279-313, or attach an addendum per lines 314-315.

■ **PERSONAL PROPERTY INCLUDED IN LIST PRICE:** None.

■ **LISTED RENT:** [CHECK ONE OR MORE ACCEPTABLE RENT OPTIONS]

☐ $ ______, monthly (Net) (Gross) STRIKE ONE ("Net" if neither is stricken) rent.

X $ 16.00, annual (~~Net~~) (Gross) STRIKE ONE ("Net" if neither is stricken) rent, per square foot of (usable) (rentable) STRIKE ONE ("rentable" if neither is stricken) interior area, payable monthly.

■ **MINIMUM LEASE TERM:** Variable months. Specify lease commencement date(s), if applicable, at lines 12-14.

X **ADDITIONAL LEASE PROVISIONS** Lease Rate is Modified Gross (MG).

☐ **ATTACHED LEASE TERMS** See terms of attached lease, which is incorporated by reference as if fully set forth.

ADDITIONAL TERMS AND CONDITIONS Notice of Lien Rights:Broker shall have the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation earned but not paid when due against the commercial real estate that is subject of this agreement.

NOTE: Address issues such as property usage and exclude rented fixtures and tenant's trade fixtures currently on site, as applicable. If additional space is required see lines 279-313 or attach an addendum per lines 314-315.

COMMISSION Owner and the Firm agree the Firm's commission shall be see lines 289-292 (indicate how commission will be calculated).

Owner shall pay the Firm's commission, which shall be earned if, during the term of this Listing:

1) A lease of all or part of the Premises is entered into by Owner with a tenant;
2) A tenant is secured for all or any part of the Premises by the Firm, the Owner or any other person for the rent and substantially upon the terms and conditions set forth in this listing, or
3) A tenant under 1) or 2) above enters into a renewal, extension or amendment of a lease of all or part of the Premises with Owner or enters into a new lease or leases additional square footage of the Premises.

All commissions are payable as follows: in full upon lease execution.

COMPENSATION TO OTHERS The Firm has disclosed and Owner approves offers of compensation to cooperating firms working with tenants such as subagents and tenant's firms: ______.

(Exceptions if any): ______.

There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions are not set by law and are fully negotiable.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 39-54.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at lines 40 or 41.

Owner's recipient for delivery (if any): John Weidel/City of Whitewater

Firm's recipient for delivery (if any): Kristen Parks/ACG, LLC; Noah Bartoshevich/ACG, LLC

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

Owner: ______ Firm: ______

X (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at lines 40 or 41, for delivery to the Party's delivery address at lines 48 or 49.

X (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at lines 40 or 41, for delivery to the Party's delivery address at lines 48 or 49.

Delivery address for Owner: ______

Delivery address for Firm: 5000 S Towne Drive, Suite 100, New Berlin, WI 53151

X (5) Email: electronically transmitting the document or written notice to the Party's email address, if given below at line 53 or 54. If this is a consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically to the use of electronic documents, email delivery and electronic signatures in the transaction, as required by federal law.

Email address for Owner: mbecker@whitewater-wi.gov

Email address for Firm: kparks@acgwi.com; nbartoshevich@acgwi.com

TERMINATION FEE If this Listing is terminated because of a sale, exchange, option or other transfer of legal or equitable title to the Premises, Owner agrees to pay the Firm a termination fee in the amount of: $ -- or ______ % of the sale price (or the fair market value of the Premises in the case of an exchange), whichever is greater. The termination fee shall be due at the time of closing and shall be reduced by any commissions payable to the Firm in connection with the transaction. A sale of part of the Premises does not terminate this Listing as to the remainder of the Premises. This Listing shall not terminate because of the lease of all or part of the Premises.

LIEN NOTICE: The Firm has the authority under Wis. Stat. § 779.32 to file a lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

OWNER'S COOPERATION Owner agrees to cooperate fully with the Firm and its agents in all respects regarding the leasing (or other transfer of the Premises) and the performance of the Firm's duties under this Listing, to allow the Firm to show the Premises at reasonable times and upon reasonable notice, to allow the Firm to advertise including placing a "For Lease" sign upon the Premises and advertise incentives, repairs, build-outs, credits, etc. offered by Owner in additional provisions at lines 279-313 in an addendum attached per lines 314-315.

OWNER'S DISCLOSURE REPORT Wis. Admin. Code Ch. REEB 24 requires listing firms to make inquiries of the Owner on the structure, mechanical systems and other relevant aspects of the property and to request that the Owner provide a written response to the firm's inquiry. Owner agrees to provide the Firm with written disclosure of all defects known to Seller with regards to the Premises and to complete any and all other disclosure report(s) provided by the Firm, as may be applicable or required by law. Owner agrees to promptly amend the report(s) to include any defects (as defined in the report(s)) which Owner learns of after completion of the report(s), but before acceptance of a tenant's lease. Owner authorizes the Firm to distribute the report(s) to all interested parties and their agents inquiring about the Premises and acknowledges the Firm and its agents has a duty to disclose all Material Adverse Facts, as required by law.

OWNER REPRESENTATIONS REGARDING DEFECTS Owner represents to Firm that as of the date of this Listing, if an owner's disclosure report or other form of written response to the Firm's inquiry regarding the condition of the Premises has been completed by the Owner, the Owner has no notice or knowledge of any defects affecting the Premises other than those noted on Owner's disclosure report(s) or written response(s).

WARNING: IF OWNER REPRESENTATIONS AT LINES 162-180 AND ELSEWHERE ARE NOT CORRECT, OWNER MAY BE LIABLE FOR DAMAGES AND COSTS.

OWNER'S OBLIGATIONS During the term of this Listing, Owner agrees to provide to the Firm:

(1) Copies of all code violation orders and notices, information and reports regarding environmental concerns on the Premises, and all other records and documents relating to conditions affecting the Premises;
(2) Any Owner-approved leases, addenda, rules and regulations and related forms and materials required in connection with the renting of the Premises; and
(3) All data, records, documents, rules and regulations, and other materials required in connection with the renting of the Premises.

DISCLOSURE TO CLIENTS

Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:

(a) The duty to provide brokerage services to you fairly and honestly.
(b) The duty to exercise reasonable skill and care in providing brokerage services to you.
(c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
(d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 218-220.)
(e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 139-154.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:

(a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
(b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
(c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
(d) The firm and its agents will negotiate for you, unless you release them from this duty.
(e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

- A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.
- Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential information to another party unless required to do so by law.
- If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent may represent more than one client in a transaction.
- If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

☒ The same firm may represent me and the other party as long as the same agent is not representing us both. (multiple representation relationship with designated agency)

☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different agents are involved. (multiple representation relationship without designated agency)

☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple representation relationships)

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your firm before signing the agency agreement.

SUBAGENCY

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of a firm's duties to you under section 452.133 (2) of the Wisconsin statutes.

■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

The following information is required to be disclosed by law:

1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 218-220).
2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 149-151). At a later time, you may also provide the Firm with other information you consider to be confidential.

CONFIDENTIAL INFORMATION: ______________________________

____

______________________________.

NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents): ______________________________

____

______________________________.

COOPERATION, ACCESS TO RENTAL UNIT(S) OR PROPOSAL PRESENTATION The parties agree that the Firm and its agents will work and cooperate with other firms and agents in marketing the Rental Unit(s), including firms acting as subagents (other firms engaged by the Firm - see lines 131-134) and firms representing tenants. Cooperation includes providing access to the Rental Unit(s) for showing purposes and presenting Rental Agreement proposals from these firms to Owner. Note any firms with whom the Firm shall not cooperate, any firms or agents or tenants who shall not be allowed to attend showings, and the specific terms of proposed Rental Agreements which should not be submitted to Owner: ______________________________

______________________________.

CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Rental Unit(s).

OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS Owner represents any materials and information given to the Firm by Owner are true and complete and the lease and other forms provided to the Firm by Owner comply with all applicable laws. Owner agrees to hold the Firm and its agents harmless from loss by reason of the Firm's use of these materials, forms and information pursuant to the terms of this Listing, including the payment of reasonable attorney's fees in the event of any suit against the Firm arising out of the use of these materials, forms and information.

Owner warrants and represents to the Firm that:

(1) Owner has no notice or knowledge of any conditions affecting the Premises unless indicated at lines 279-313 or in an addendum attached per lines 314-315, or disclosed in the documentation Owner has provided to the Firm and its agents.

(2) Owner has no notice or knowledge of other conditions or occurrences that would significantly reduce the value of the rental interest to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

(3) Owner has made no rent concessions or other agreements affecting the Premises other than those disclosed in writing to the Firm prior to execution of this Listing.

(4) Owner has authority to lease the Premises. If the Owner is an entity, Owner agrees, within ten days of (Firm's request) (execution of this Listing) STRIKE ONE ("execution of this Listing" if neither stricken), to provide Firm with a copy of documents evidencing that the lease of the Premises has been properly authorized. If Owner is a tenant subleasing the Premises, Owner represents that Owner has authority to enter into this Listing and to sublease the Premises. Owner agrees, within ten days of the Firm's request, to provide the Firm with a copy of documents evidencing that the sublease of the Property has been properly authorized.

(5) Owner agrees to make the following repairs and build-outs to the Premises: ______________________________

____

______________________________. STRIKE AND COMPLETE AS APPLICABLE

Exceptions to representations stated in lines 167-180: ______________________________

______________________________.

Owner agrees to promptly inform the Firm, in writing, of any information that would modify the above representations during the term of this Listing.

WARNING: If Owner representations are incorrect or incomplete, Owner may be liable for damages and costs.

DISPUTE RESOLUTION The Parties understand that if there is a dispute about this Listing or an alleged breach, and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the Parties add such in Additional Provisions or in an Addendum.

NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.

NON-DISCRIMINATION Owner and the Firm and its agents agree they will not discriminate against any prospective buyer or tenant on account of race, color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

MISCELLANEOUS PROVISIONS The warranties, representations and covenants made in this Listing survive the execution of this Listing and the lease. This Listing, including any amendments to it, contains the entire agreement of the Parties to this Listing. All prior negotiations and discussions have been merged into this Listing. This agreement binds and inures to the benefit of the Parties to this Listing and their successors in interest.

SHOWING RESPONSIBILITIES Owner is aware that there is a potential risk of injury, damage and/or theft involving persons attending a showing of the Premises. Owner accepts responsibility for preparing the Premises to minimize the likelihood of injury, damage and/or loss of personal property. Owner agrees to hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage or theft occurring during showings other than those caused by the Firm's negligence or intentional wrongdoing of the Firm and its agents. Owner acknowledges showings may be conducted by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by the agents of the Firm or other licensees, and potential tenants or licensees may be present at all inspections and testing and may photograph or videotape the Premises unless otherwise provided for in additional provisions at lines 279-313 or in an addendum attached per lines 314-315.

DEFINITIONS

■ ADVERSE FACT: An "adverse fact" means any of the following:

(a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
1) Significantly and adversely affecting the value of the Premises;
2) Significantly reducing the structural integrity of improvements to real estate; or
3) Presenting a significant health risk to occupants of the Premises.

(b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

■ DEADLINES - DAYS: Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ GROSS RENT: "Gross Rent" lease means the tenant will pay the designated rent plus any amounts agreed upon to compensate Owner for tenant improvement costs. Owner shall pay all taxes, utilities, insurance and other operating expenses.

■ MATERIAL ADVERSE FACT: "Material Adverse Fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

■ NET RENT: "Net Rent" lease means the tenant will pay the designated rent plus all taxes, utilities, insurance, any amounts agreed upon to compensate Owner for tenant improvement costs and all other operating expenses.

■ OWNER: “Owner,” means the party who, by executing this Listing, authorizes Firm to secure tenants and to negotiate leases. "Owner" includes a person(s) who has a tenancy interest who is/are seeking to sublease the Premises.

■ PERSON ACTING ON BEHALF OF TENANT: "Person Acting on Behalf of Tenant" shall mean any person joined in interest with tenant, or otherwise acting on behalf of tenant, including but not limited to tenant's immediate family, agents, servants, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by tenant, in whole or in part whether created before or after expiration of this Listing.

■ PROTECTED TENANT: "Protected Tenant" shall mean a tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:
1) Delivers to Owner or the Firm or its agents a written rental proposal regarding the Premises;
2) Views the Premises with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might acquire a rental interest in the Premises; or
3) Attends an individual showing of the Premises or discusses with agents of the Firm or cooperating firms regarding any potential terms upon which the tenant might acquire a rental interest in the Premises, but only if the firm or its agents deliver the tenant’s name to Owner, in writing, no later than three days after the earlier of expiration (line 317) or termination (lines 250-255) of the Listing. The requirement in 3), to deliver the tenant’s name to Owner in writing, may be fulfilled as follows:
   a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
   b) If a tenant has requested that the tenant’s identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the tenant negotiated and the date(s) of any individual showings or other negotiations.

■ RENTABLE SQUARE FOOTAGE: "Rentable Square Footage" means the tenant's pro rata portion of the entire floor, excluding elements of the building that penetrate through the floor to areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. No deductions are made for columns and projections necessary to the building.

■ USABLE SQUARE FOOTAGE: "Usable Square Footage" means the actual occupiable floor area; computed by measuring the finished surface of the rented space side of corridor and other permanent walls to the center of partitions that separate the rented space from adjoining usable areas, and to the inside finished surface of the dominate portion of the permanent outer building walls. No deductions are made for columns and projections necessary to the building.

EXTENSION OF LISTING The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a written request from Owner or a firm that has listed the Premises; the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm and its agents to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is terminated (lines 250-255).

TERMINATION OF LISTING Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Owner understands the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Owner and the Firm agree any termination of this Listing by either party before the date stated on line 317 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 37-54 and effective by the Firm only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 37-54.

CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties agree that this Listing shall terminate upon an effective change in ownership or control of the Premises so affected, but in no event shall this Listing terminate as to the remainder of the Premises.

EXCLUSIONS All persons who may acquire an interest in the Premises who are Protected Tenants under a prior listing contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of this Listing, Owner agrees to deliver to Firm a written list of all such Protected Tenants.

NOTE: If Owner fails to provide this list to the Firm, Owner may be liable to the Firm for damages and costs.

The following other tenants ______________________________ are excluded from this Listing until ______________________ [INSERT DATE]. These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has either entered into a lease with the tenants or rented the Premises to the tenants.

OWNER'S AUTHORIZATION Owner authorizes the Firm and its agents to use reasonable efforts to market and rent the Premises, STRIKE DUTIES THAT DO NOT APPLY and: ______________________________.

The Firm and its agents may advertise the following concessions, incentives, repairs, build-outs, credits, etc. offered by Owner: ______________________________, which are in addition to and separate from Compensation to Others. See lines 32-36.

NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention of or payment to a cooperating firm, buyer's firm or other buyer's representative.

The Premises are also subject to: ☐ A Property Management Agreement ☐ A Listing Contract for Sale of Property CHECK AS APPLICABLE between Owner and Firm.

NOTE: Unless otherwise agreed, this Listing does not obligate the Firm to perform any property management duties (e.g., building maintenance) or listing for sale duties.

ADDITIONAL PROVISIONS

1) Line 234:"3 days" is changed to "14 days".

2) Line 246: after "Owner" add "within 14 days after Firms receipt of said request,".

3) On the date specified in Line 317 and on the same date of every sixth month thereafter (each an "automatic renewal date"), this Listing Contract shall automatically renew on all of the same terms for an additional period of 6 months. Owner may terminate this Listing Contract by delivering a 60 day written notice to Broker prior to renewal date.

4) Lines 22, Commissions: Notwithstanding any provision of this Listing Contract to the contrary, Firm's commission shall be a flat fee of One Thousand Five Hundred Dollars ($1,500.00) for each lease entered into during the term of this Listing Contract with a tenant procured by Firm. Firm shall also be entitled to a flat fee commission of Seven Hundred Fifty Dollars ($750.00) for any renewal of a lease originally procured by Firm or expansions/relocations with tenants in possession of the Property as of the Effective Date of this Listing Contract. In the event of a co-broke, excluding Listing Agent/s Kristen Parks or Noah Bartoshevich, commission shall be an additional 50% of said amount.

Owner shall be solely responsible for negotiating any renewal of leases with tenants in possession of the Property as of the Effective Date of this Listing Contract. Firm shall not be entitled to any commission or other compensation in connection with such renewals unless Firm has been separately engaged in writing by Owner.

5) Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

ADDENDA The attached Addendum A, Lease Template is/are made part of this Listing.

■ **TERM OF THE CONTRACT:** From the 28th day of May, 2026, up to and including midnight of the 1st day of December, 2026.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

READING/RECEIPT: BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

All persons signing below on behalf of a Seller Entity represent they have legal authority to sign and bind the Entity.

City of Whitewater and/or assigns
Owner Entity Name (if any) Print Name ▲

(x) ______________________________
Authorized Signature ▲ Date ▲
Print Name & Title Here ▶ John Weidel, City Manager

____
Owner Entity Name (if any) Print Name ▲

(x) ______________________________
Authorized Signature ▲ Date ▲
Print Name & Title Here ▶

(x) ______________________________
Individual Owner's Signature ▲ Print Name ▶ Date ▲

(x) ______________________________
Individual Owner's Signature ▲ Print Name ▶ Date ▲

(x) ______________________________
Individual Owner's Signature ▲ Print Name ▶ Date ▲

(x) ______________________________
Individual Owner's Signature ▲ Print Name ▶ Date ▲

(x) Anderson Commercial Group, LLC
Firm Name ▲

(x) ______________________________
Agent Signature ▲ Print Name ▶ Kristen Parks Date ▲

Addendum A

Compliance with Grant Requirements

1. Firm agrees to comply with all applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

2. Statutes and regulations prohibiting discrimination applicable to this contract include, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3. Equal Employment Opportunity. During the performance of the contract, the Firm will be required to comply with Equal Employment Opportunity as outlined in 47 CFR § 90.168.

4. Copeland Anti-Kickback Act. The Firm shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

5. Clean Air Act and Federal Water Pollution Control Act. The Firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

6. Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Firm is required to verify that none of the Firm's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Selected Firm(s) must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the municipality. If it is later determined that the Firm(s) did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the municipality, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Firm, and the bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This Firm, and the bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment. The Firm shall file the required certification. The Firm and all subagencies certify that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier (including the Firm and all subagencies) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds $100,000, the Firm must certify compliance with the Byrd Anti-Lobbying Amendment.

8. Procurement of Recovered Materials. The Firm shall comply with 2 CFR § 200.323 as applicable.

9. Prohibition on certain telecommunications and video surveillance services or equipment. The Firm shall comply with 2 CFR § 200.216 as applicable.

10. Domestic preferences for procurements. The Firm shall comply with 2 CFR § 200.322.

11. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Firm shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Owner, its officers, agents, employees and independent Contractors growing out of (i) Firm's failure to comply with terms of any Federal Regulations, State Statute, or Grant requirement.

12. This Addendum A is intended to incorporate those State and federal laws and regulations that apply to this contract. If the Firm believes any law or regulation described herein is not applicable to this contract, per the terms of the State or federal law or regulation, the Firm shall present their position in that regard to the municipality with a written amendment request. The laws cited herein shall be followed by the Firm and all subagencies unless the municipality agrees that the cited State or Federal law or regulation does not apply and the amendment is approved by the municipal governing body.

LEASE BETWEEN THE COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WHITEWATER (CDA)
AND
____

This Lease is entered into by and between the City of Whitewater Community Development Authority, (hereinafter at times referred to as the CDA, or Landlord), and **___________________**, (hereinafter Tenant), an entity in which it's expected business activities are determined to be consistent with the Whitewater Innovation Center's EDA authorized purpose and intent, for a part of the Whitewater University Innovation Center, a facility funded in part by the U.S. Economic Development Administration (EDA-grant #06-01-05479), (hereinafter at times referred to as Center), located in the City of Whitewater, Walworth County, Wisconsin, and more particularly described below.

Therefore, based upon the mutual covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1
GRANT AND TERM

1.1 Premises. In consideration of the rents, terms, and agreements to be performed and observed by Tenant, Landlord rents to Tenant and Tenant rents from Landlord the below described property, "Premises", as follows:

Suite_____, at the Center. Tenant shall also have the right to use the conference rooms in the Center, other than Training Room 105A/105B, on a first come first serve basis subject to the room reservation policies of the Center. In addition, Tenant may reserve the Training Room 105A/015B if this room is available at the time the reservation is made and according to additional terms/fees outlined below. Landlord, conditioned upon having a valid memorandum of understanding with University of Wisconsin- Whitewater, will provide tenant with Internet access, firewall services, a virtual private network, and digital phone services.

1.2 Common Areas. In addition to the above, Tenant and its employees, agents, customers and invitees, shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to additional use of the Training Room 105A/105B three times per month at no charge. The Tenant may request additional use of the Training Room 105A/105B for a fee. Said fee may be adjusted annually on January 1 by the Landlord. The use of these common areas shall be scheduled in accordance with facilities reservation system and or other policies.

1.3 Other Common Areas. In addition, Tenant shall also have the nonexclusive right to use such other areas and facilities of common benefit to the tenants and occupants such as the parking lot, bathrooms, staircases and vestibules (herein referred to as the "Other Common Areas"). Except as otherwise provided for herein, Landlord shall operate, manage, equip, light, insure, repair, and maintain the Other Common Areas for their intended purpose in such manner as Landlord shall in its sole discretion determine, and may from time to time change the size, location and nature of any Other Common Areas, and may make installations therein, and alter, move and remove the same, and Landlord shall not be subject to liability therefore, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant. Landlord reserves the right to make changes to the Other Common Areas and the layout of the Other Common Areas, including the construction of additional buildings and any other improvements therein and to place signs on the Center and to change the name, number or designation by which the Center is commonly known. Landlord shall provide parking to allow Tenant to use at least 5 on-site parking spaces per day (per suite) and sufficient on site and/or street parking to accommodate tenant's occasional need for additional parking spaces.

1.4 **Term.** The original term of this Lease shall be for one (1) year and commence on commence on _______________, 202___ and end on ____________________, 202__ at midnight, unless otherwise terminated earlier hereunder.

1.5

1.6 **Use.** It is understood that Tenant shall use the leased Premises for the intended business operations and that Tenant shall not conduct any other business operations on the leased Premises without the prior written consent of Landlord.

1.7 **Surrender of Premises.** At the expiration or any termination of this Lease, Tenant shall, without notice or demand, surrender the Premises in the same condition as existed when Tenant first began renting the Premises on the date of signature, reasonable wear and tear excepted, and shall surrender all keys to Landlord. Subject to other provisions of this Lease, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration of termination of this Lease, become the property of Landlord.

ARTICLE 2
RENT

2.1 **Rent.** **Tenant agrees to pay to Landlord, in advance, on the 1st day of each month at Landlord's address, monthly rental of $_____ (_______________ Dollars) by ACH withdrawal, for the lease term indicated above. (current rate approx. $_____/Sq Ft)** An annual cost of living (COLA) increase will be assessed based upon the published federal rate, but not exceed 2.5% per year.

2.2 **Receptionist Services**. The front desk is covered by the center management staff and/or city of Whitewater staff on an "as needed" basis. City staff can be contacted Monday through Friday at the City's Municipal Building during normal business hours. Cooperative Educational Services Agency #2 (CESA 2), by a contractual provision in its lease, shall supply mailroom services. The Center Management Staff, City of Whitewater Staff and/or the University Innovation Director will include providing information to visitors as to the location of events and meetings being held at the Center and the location of Tenant's offices. The center staff will send updates, connect to facilities at the city as needed and programing information from UW Whitewater

ARTICLE 3
CONSTRUCTION AND ALTERATIONS

3.1 Construction, Alterations, Improvements and Changes. Tenant shall have the right to alter the Premises or to construct other improvements on the Premises as Tenant may deem necessary with notification and subsequent approval from Landlord.

Any Alterations which involve the structural components of the Premises, its HVAC systems, or involve an expenditure of more than $20,000.00 for a specific Alteration shall be undertaken only after Landlord has, in writing, consented to such Alteration, which consent shall not be unreasonably withheld. Any Alteration shall be in full compliance with all laws, ordinances, rules, and regulations which may govern same. Tenant shall hold Landlord harmless against any loss or damage by reason of Tenant's actions taken in accordance with this Section. Tenant agrees to hold Landlord free and harmless from any and all liens that might attach to the Premises on account of labor performed or material furnished to the Premises at the direction of Tenant, and agrees to pay or discharge any such liens within thirty (30) days, except any liens the validity of which are being contested diligently by appropriate legal proceedings.

3.2 Fixtures and Equipment. At its own expense, Tenant may furnish and install such additional business and trade fixtures and equipment in the Premises as may be necessary or desirable for Tenant's business. Such additional fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition as existed when Tenant first began renting the Premises on the date of the signature, reasonable wear and tear excepted.

ARTICLE 4
MAINTENANCE, REPAIRS AND DESTRUCTION

4.1 No Warranties by Landlord. The parties acknowledge that Tenant has had, prior to its occupancy, reasonable opportunity to inspect the Premises. Tenant takes the Premises pursuant to this Lease in AS IS condition, without warranty, express or implied, by Landlord as to any aspect of the physical condition of the Premises or its suitability for the Tenant's intended use.

4.2 Maintenance and Repair by Tenant. Subject to Section 4.3 below, Tenant shall keep the Premises in good condition, and shall maintain and repair the Premises at its own cost and expense. Tenant shall keep the Premises sanitary, clean and neat.

4.3 Damage or Destruction. If the Premises or any portion thereof shall be partially or wholly destroyed or damaged by fire or other casualty to the extent of less than fifty percent (50%) of the total value of the Premises as a whole, then Landlord shall promptly restore or replace the Premises to the condition existing prior to such damage or destruction, regardless of whether or not the same is covered in whole or in part by insurance then in effect, and this Lease shall continue in full force and effect and rent due hereunder shall equitably abate. Such restoration shall be commenced promptly and pursued by Landlord with reasonable diligence to completion. All insurance proceeds received by Landlord or Tenant on account of such damage or destruction shall be applied to payment of said restoration to the extent that such proceeds will pay the same, with any deficiency/excess to be paid by/to respective recipient of insurance proceeds.

If the Premises or any portion thereof shall be partially or wholly destroyed or damaged by fire or other casualty to the extent of fifty percent (50%) or more (as determined by Landlord's consultant in accordance with the standards of the Construction industry) of the total value of the Premises as a whole, then Landlord shall have the sole and exclusive option, after consulting with tenant, to be exercised within 30 days of the damage to either rebuild or replace the Premises or not rebuild or replace the Premises. If

Landlord elects to rebuild or replace the Premises, then this Lease shall remain in full force and effect, and Landlord shall commence said rebuilding or replacement immediately following the exercise of such option and shall proceed with the same with reasonable diligence to completion. If Landlord elects to rebuild or replace the Premises, the rent due shall equitably abate. If Landlord elects not to rebuild or replace the Premises, then this Lease shall terminate upon the exercise of such option by Landlord.

ARTICLE 5
UTILITIES

5.1 Utilities. The Landlord shall promptly pay for all water, sewer, heat, light, standard IT infrastructure, and power furnished to the Premises. If Landlord fails to pay the utilities on a timely basis, Tenant may pay them and receive a credit on its next lease payment for the amount paid. Landlord shall not be liable to Tenant for any interruption in the utility service not the fault of Landlord.

5.2 Taxes and Assessments. Landlord shall pay and discharge as they become due all taxes (with the exception of personal property taxes on Tenant's personal property), assessments (including special assessments), and payments in lieu of taxes levied, assessed, charged or imposed on or against the Premises.

ARTICLE 6
CONDUCT OF BUSINESS

6.1 Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and covenants affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises. No smoking shall be allowed in any part of the building or within 25 feet of any entrance to the building.

6.2 Environmental Protection. Tenant shall abide by all federal and state environmental laws. Tenant will not generate, transport, treat, store or dispose, nor, in any manner, arrange for the disposal or treatment of any hazardous substances within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et. seq. ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et. seq. ("CERCLA"), or any applicable federal, state or local law, regulation, ordinance or requirement, as amended or hereafter amended (collectively referred to as "Environmental Laws"). Tenant will comply with all Environmental Laws pertaining to the generation, transportation, storage, treatment or disposal of hazardous substances. Landlord shall have the right to periodically inspect Premises to insure lawful disposition of all Hazardous Wastes.

Tenant will fully indemnify Landlord from all losses, costs, damages, and expenses arising from any and all claims or cleanup activities arising from the discharge or disposal of any pollutant or other wastes on the property by Tenant, or its agents, employees, customers, or vendors. The parties acknowledge that the foregoing section shall survive the termination or expiration of this Lease. If Landlord receives notice of any alleged violation of any Environmental Law, the notice shall be deemed to be an event of default under Article 9 hereof.

6.3 Compliance with Covenants. The Tenant shall abide by the Whitewater University Technology Park covenants. Tenant shall have 180 days to comply with any covenant changes that require any cost or work to comply with the new provision.

6.4 Compliance with Law. The Tenant shall abide by all state and federal laws concerning discrimination including but not limited to laws prohibiting discriminating against persons on the grounds of race, color, national origin, disability, age, religion or sex.

ARTICLE 7

INSURANCE AND INDEMNITIES

7.1 **Public Liability Insurance.** Tenant shall keep in full force and effect a policy of public liability insurance on the Premises and its business operated thereon, with combined single limits of not less than $1,000,000.00 for injury per occurrence and for property damage. Such insurance shall name Landlord and Tenant as co-insureds.

7.2 **Tenant's Property.** Tenant shall be solely responsible for carrying personal property insurance sufficient to cover the loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property on the Premises.

7.3 **Hold Harmless and Indemnification.** Landlord shall not be liable for any loss, injury, death or damage to persons or property caused by Tenant, and Tenant shall indemnify Landlord against all claims, liability, loss or damage caused by the Tenant.

ARTICLE 8
CONDEMNATION

8.1 **Total Condemnation.** If the entire Premises, or such part of the Premises (including entrances, exits and parking areas) as will render the remainder unsuitable for Tenant's use, shall be appropriated or taken or condemned under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of taking. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or any other loss, damage, or expense that may be incurred by Tenant as a result thereof.

8.2 **Partial Condemnation.** If a partial taking or condemnation occurs not rendering the remainder of the Premises unsuitable for Tenant's use (with or without alterations or renovations to the Premises by Landlord), this Lease shall remain in full force and effect, with the exception that the monthly rent shall equitably abate as to any portion of the Premises taken. The amount of the rent abatement shall be mutually agreed to by Landlord and Tenant, taking into consideration (without limitation) whether or not the Premises taken included building and improvements, whether the Landlord has exercised its right to alter or renovate the Premises as a result of the taking (and the cost thereof), and the extent and nature of the impact, if any, on the conduct of Tenant's business on the Premises.

8.3 **Award.** In all events, Landlord shall be entitled to receive and retain the entire amount of any award, compensation, or damages resulting from any taking or condemnation. Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the Award to be paid Landlord. Notwithstanding the foregoing, Tenant shall have the right to claim and recover from the condemning authority such compensation as may be awarded to Tenant for its leasehold interest, including any award for damages to Tenant's business by reason of such condemnation, and/or any cost or loss incurred by Tenant in removing Tenant's trade fixtures, equipment, and furnishings.

ARTICLE 9
DEFAULT

9.1 Events of Default. Each of the following events (and those other events specifically referred to elsewhere in this Lease) shall constitute a default under this Lease by Tenant:

(a) Tenant's failure to perform, comply with, or observe any other material term or condition of this Lease, which failure shall continue for a period of thirty (30) days after written notice thereof is given to Tenant by Landlord.

(b) If Tenant shall vacate or abandon the Premises or a substantial portion thereof while this Lease is in effect; provided, however, that such vacation or abandonment shall not constitute an event of default hereunder unless (i) it continues for ninety (90) consecutive days, or (ii) Tenant is otherwise in default hereunder.

(c) If Tenant shall file a petition in bankruptcy or insolvency for reorganization under any bankruptcy or insolvency law, or make an assignment for the benefit of creditors.

(d) If any involuntary proceedings under any bankruptcy or insolvency law shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of Tenant's assets, and such proceeding shall not be dismissed or vacated within sixty (60) days.

9.2 Effect of Default or Breach. If any default or breach is not timely cured after written notice, Landlord shall have the following rights, as well as all rights and remedies under Wisconsin law:

(a) Landlord may immediately terminate this Lease.

(b) Landlord may elect, but shall not be obligated, to make any payment required to be made by Tenant hereunder, or to perform any other term or condition required to be performed by Tenant hereunder.

(c) Landlord may re-enter the Premises and remove the property and personnel of Tenant, and may store the property of Tenant in any place selected by Landlord at the expense of Tenant.

(d) Landlord may re-let the Premises or any part thereof upon any terms or conditions. Landlord may make alterations and repairs to the Premises in order to prepare the same for re-renting. Tenant shall be liable to Landlord for all losses and damages incurred by Landlord resulting from Tenant's breach, plus Landlord's expenses for re-letting the Premises and for alterations and repairs made in order to prepare the Premises for re-renting.

9.3 Remedies of Landlord. All of Landlord's rights and remedies are cumulative and not exclusive. Tenant shall pay for any and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in enforcing any term or condition of this Lease.

9.4 Defaults by Landlord. If Landlord defaults under the terms of this Lease, Landlord shall have thirty (30) days to cure the default after written notice thereof is given to Landlord by Tenant.

ARTICLE 10
INSPECTION BY LANDLORD

10.1 Entry by Landlord. Landlord and its agents shall have the right to enter the Premises for the purpose of inspecting the same.

10.2 Notice. Whenever reasonably possible, Landlord shall inspect the Premises at reasonable times during normal business hours and upon reasonable advance notice to Tenant. No notice to Tenant shall be required if Landlord reasonably believes an emergency or other exigent condition exits.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

11.1 Tenant Assignment and Subletting. Tenant shall have the right to assign this Lease or sublet the Premises only with Landlord's prior written consent.

11.2 Landlord Assignment. Landlord shall have the right to assign this Lease at any time, provided that the assignee agrees to be bound by the terms of this Lease.

ARTICLE 12
SUBORDINATION

12.1 Subordination. This Lease is subject and subordinate to all mortgages which may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof.

ARTICLE 13
MISCELLANEOUS

13.1 Entire Agreement. This Lease sets forth the entire agreement between the parties, and supersedes all prior agreements and understandings. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

13.2 Notices. All notices under this Lease shall be in writing (unless expressly provided otherwise) and shall be by (a) deposit in the United States Mail, registered or certified mail, return receipt requested, or (b) delivery in person or by Federal Express or similar courier service. For purposes of notice, the addresses of the parties are as follows:

Landlord: City of Whitewater Community Development Authority
312 W. Whitewater St.
Whitewater, WI 53190

Tenant: ____
By: ____________________________________
Address:
City/State/ZIP

Either party may change its address by giving written notice to the other party.

13.3 **Partial Invalidity.** If any provision of this Lease shall be held invalid or unenforceable by a court, the remainder of this Lease shall not be affected, and each remaining provision shall be valid and enforceable.

13.4 **Binding Effect.** This Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

13.5 **Applicable Law.** This Lease shall be governed by the laws of the State of Wisconsin.

CITY OF WHITEWATER **COMMUNITY DEVELOPMENT AUTHORITY**
By: , Executive Director **Date: _____/_____/2025**

CLIENT/TENANT **______________________________________**
By: **Date: _____/_____/2025**