

## OCCUPANCY AND LICENSE AGREEMENT

This Occupancy and License Agreement is made this 29 day of April, 2026, by and between Seller, the City of Whitewater, hereinafter (“Whitewater”), and Buyer, Lifetime Manufacturing LLC, hereinafter (“Lifetime”), for the use by Lifetime of the two vacant parcels described as A444300002 and A444200002, Whitewater, WI 53190, (“Properties”).

WHEREAS, Whitewater has entered into a contract to sell the Properties to Lifetime.

WHEREAS, Lifetime wishes to have pre-closing occupancy of the Properties, and the grant of a License subject to the terms and conditions hereof so that it can have 8000 cubic yards of asphalt delivered and stored at the Properties.

WHEREAS, Lifetime acknowledges that it has conducted a physical inspection of the Properties and accepts same in an “as is” condition, without representation or warranty, in fact or by law, by Whitewater, and without recourse to Whitewater as to the condition thereof, or the use to which the Properties may be applied, during the term of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, including the promises contained herein, and in consideration of and expressly conditioned on the acceptance of the limitations by Lifetime, Whitewater does hereby grant to Lifetime a license subject to the following terms, conditions and limitations:

1. Whitewater grants to Lifetime, pre-closing occupancy of the Properties and a License to use the Properties beginning on April 29, 2026, until the successful closing on the Properties, or the nullification of the current contract to purchase the Properties.
2. Lifetime shall use the Properties only for the purpose of having 8000 cubic yards of asphalt delivered and stored at the Properties.
3. Lifetime warrants and represents that it shall not and cannot ever make any claim for adverse possession, prescriptive easement, or any other claim for an interest in the Properties prior to closing.
4. The License is not an interest in the property of Whitewater and shall not constitute an easement; the License shall apply only to Lifetime.
5. Lifetime shall use the Properties as called for herein for delivery and storage of 8000 cubic yards of asphalt which shall only be stored on the Properties, and may arrange for the removal of dredging spoils on the Properties to be moved to PIN 004-0515-2744-000 in the Town of Cold Spring, Jefferson County, Wisconsin as approved by the City of Whitewater Public Works Director. During Lifetime’s Occupancy, Lifetime shall not (1) use the Properties for any other purpose; (2) knowingly permit use of the Properties for any unlawful purpose; (3) engage in activities which unduly disturb neighbors; (4) do, use, or keep in or at the Properties anything which would adversely affect coverage under a standard commercial insurance policy, including,

but not limited to hazardous materials, explosives, highly flammable material, food or goods which may cause danger or damage to the Properties; (5) make any changes, alterations or improvements to the Properties without the express written agreement of Whitewater. Lifetime shall abide by all governmental regulations and laws with respect to its Occupancy and License to use the Properties. Lifetime shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Properties, by Lifetime or its employees, guests or invitees.

6. Lifetime shall not cause or permit any contractor's lien to attach to the Properties or commit waste to the real property belonging to Whitewater.

7. Lifetime accepts all risk of loss, including injury, death, and property damage resulting from, arising from, or connected in anyway with the delivery and storage of 8000 cubic yards of asphalt, and, for itself, its employees, members, friends, invitees, guests, successors, and assigns. Lifetime hereby releases and forever discharges Whitewater, its employees, invitees, guests, successors, agents, and officers from any and all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, on account of or in any way related to or growing out of Lifetime's use of the Properties for the delivery and storage of 8000 cubic yards of asphalt at the Properties.


8. Lifetime agrees to indemnify and be solely responsible, and liable for all loss, including injury, death, and property damage that may be incurred by Whitewater, its employees, invitees, guests, successors, agents and officers.

9. If the acquisition of the Properties does not successfully close as called for in the purchase contract, the parties are no longer under contract, and Lifetime is expected to vacate the Properties, as called for herein, then, Lifetime shall be solely responsible and liable for restoring the Properties to the condition that existed prior to Lifetime taking pre-closing occupancy and prior to the 8000 cubic yards of asphalt being delivered and stored, upon the request of Whitewater.

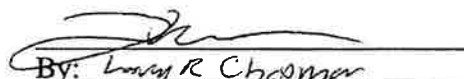
10. Lifetime shall not assign this Agreement or allow any other party to occupy the Properties or any part thereof without the written consent of Whitewater.

**During Lifetime's pre-closing occupancy, it will occupy the Properties as an entity holding possession of real property under a contract of purchase and not as a tenant, pursuant to Wis. Stat. § 704.01(5). Any occupancy fee charged will not be considered rent. Therefore, this Agreement does not create a landlord/tenant relationship and is not subject to the provisions of Wis. Stat. Ch. 704.**

CITY OF WHITEWATER

By:   
Title: City Manager

LIFETIME MANUFACTURING LLC

By:   
Title: CEO