

[] NEW
[] RENEWAL

CITY OF LA CROSSE
APPLICATION FOR
PAWNBROKER, SECONDHAND DEALER OR
MALL/FLEA MARKET
(Ch. 10, Article XVII)

Fee: \$ _____

Invoice No. _____

For the license period beginning _____ 20 ____;
ending _____ 20 ____.

To the Honorable Mayor, Common Council, City Clerk and Chief of Police of the City of La Crosse:

The undersigned hereby makes application for:

Pawnbroker Secondhand Article Secondhand Jewelry, Precious Metals & Gems Mall/Flea Market

BUSINESS NAME <small>(Real/Legal Name of Applicant)</small>	Daniel Garrity DG'S Tees LLC
BUSINESS ADDRESS	123 4th st s lacrosse, WI 54601
BUSINESS TELEPHONE	6087994662
TRADE NAME	Singlestitch

**Any individual, partner, member of a limited liability company or officer, director or agent of any corporate applicant and manager/person in charge shall be listed on the attached Personal Data Sheet.*

WISCONSIN SELLER PERMIT <small>(Must be issued in name of business)</small>	600-1031199245-03 456-1031199245-02
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PREMISE ADDRESS <small>(Where business is being conducted)</small>	123 4th st s La crosse WI 54601
PROPERTY/BUILDING OWNER <small>(name, address, telephone)</small>	Dale Berg, 121 4th st s La crosse, WI 54601,
TERMS OF LEASE, if applicable	

**A separate license shall be obtained for each individual premise from which the business is operated.*

ADDRESS OF ANY OFF-SITE STORAGE FACILITY	
PROPERTY/BUILDING OWNER <small>(name, address, telephone)</small>	
TERMS OF LEASE, if applicable	

If licensed in another Wisconsin Municipality:

Issuing Municipality	
License Period	

**If the principal place of business is within the City, a license is required.*

ATTACH **BOND** in the amount of \$2,500 conditioned upon faithful performance and the observance of the ordinances of the City and such state laws relating to pawnbrokers and secondhand dealers. The bond must be in full force and effect at all times during the term of the license.

ATTACH photocopy of any **LEASE** for property/building in which business is being conducted or for any off-site storage facility. Lease must extend for more than six (6) months.

ATTACH photocopy of **LICENSE** if licensed in another municipality within the State of Wisconsin. A secondhand dealer that is exempt from obtaining a license will be allowed to operate within the City of La Crosse for a period not to exceed the license period of the issuing municipality. *If the principal place of business is within the City of La Crosse, a license is required.

ATTACH photocopy of **WISCONSIN SELLER PERMIT**. Permit must be current and valid and issued in the same legal/real name of Applicant or Business.

I hereby attest that the information contained in this application is true and correct. I am aware that withholding information or making false statements on this application will be basis for denial/revocation of license. I further certify that I will comply with the provisions of law pertaining to this license (Ch. 10, Article XVII of the La Crosse Municipal Code) and agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

SIGNATURE OF APPLICANT



DATE

1/27/2023

APPROVAL OF MUNICIPAL AUTHORITY

Upon investigation of statements made on application and municipal and state criminal records, license is hereby:

APPROVED DENIED

Signature of Police Department Representative

Date

The issuance of a Pawnbroker, Secondhand Dealer or Mall/Flea Market License is conditional at all times. The license may be revoked or suspended when deemed to be in the best interest of the City or for fraud, misrepresentation or false statements contained in the application for a license. In addition, a license may be suspended or revoked due to the conduct of any licensee, their employee or agent or determines that the licensee has violated a State Statute or City Ordinance.

TO BE COMPLETED BY CLERK

Date filed with municipal clerk	Date reported to Council	Date license granted	License number issued: Pawnbroker: # _____ Secondhand Article Dealer: # _____ Secondhand Jewelry, Precious Metals & Gems: # _____ Mall/Flea Market: # _____
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WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-224-5761
 email: DORBusinessTax@wisconsin.gov
 website: revenue.wi.gov

Letter ID L1252190672

DANNY GARRITY
 DG'S TEES LLC
 601 RIDGEVIEW DR # ONALASKA
 ONALASKA WI 54650-9133

Wisconsin Department of Revenue Seller's Permit

Legal/real name: DG'S TEES LLC
Business name: SINGLESTITCH
 123 4TH ST S
 LA CROSSE WI 54601-3257

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031199245-02



Effective Date: February 1st, 2023

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66516456

That we, DG's Tees LLC

of Onalaska, State of Wisconsin, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Wisconsin, as Surety, are held and firmly bound unto the

City of La Crosse, State of Wisconsin, as Obligee, in the penal

sum of Two Thousand Five Hundred and 00/100 DOLLARS (\$2,500.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Secondhand Dealer City of La Crosse

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
February 1st, 2026, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 20th day of January, 2023.

Dg's Tees LLC

Principal

Principal

WESTERN SURETY COMPANY

By

Paul T. Bruffat, Vice President

Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium \$250.00

DG's Tees LLC
601 Ridgeview Dr
Onalaska, WI 54650

Amount Due \$250.00

Bond Detail

Bond # 66516456
Company Western Surety Company
Effective Date 02/01/2023
Anniversary Date 02/01/2026
Bond Amount \$2,500.00
Description Secondhand Dealer City of La Crosse

Agent Information

Messages

A F B Ryan Schultz and Associates, L L C
1901 State Road
La Crosse, WI 54601
(608)782-5780

Payment Instructions



- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

DG's Tees LLC
Bond # 66516456
Company 0601
Agency 48-18543
A F B Ryan Schultz and Associates, L L C

Payment Due 02/01/2023 Amount Due \$250.00

CNA Surety Direct Bill
PO Box 957312
St Louis, MO 63195-7312

0003001 04818543000002012023 00601006651645600 00000002500007

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Secondhand Dealer City of La Crosse

bond with bond number 66516456

for DG's Tees LLC

as Principal in the penalty amount not to exceed: \$ 2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 20th day of January,
2023.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

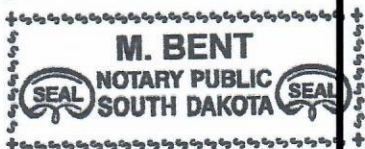
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 20th day of January, 2023, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

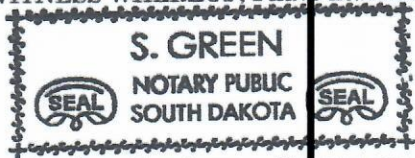


STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 20th day of January, 2023, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____

Notary Public



License or Permit No. _____

LICENSE AND PERMIT
BOND
As

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____

Change to 2023/1/1
B

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of February, 2023 by and between DG's Tees LLC ("Tenant") and Odd Fellows Temple LLC ("Landlord").

WHEREAS, Landlord is the agent for the owner of the real estate and improvements located at 119, 121, 123, 125, and 127 Fourth Street South in La Crosse, Wisconsin 54601 (collectively referred to herein as the "Building");

WHEREAS, Tenant desires to lease commercial space in the Building for the operation of a restaurant business pursuant to the terms contained herein; and

WHEREAS, Landlord is willing to lease the commercial space in the building to Tenant on the terms and provisions set forth in this Lease.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained in this Lease the parties hereto agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately 1,303 square feet of commercial space located at 123 Fourth Street South, La Crosse, Wisconsin and depicted in Exhibit "A" attached hereto (the "Premises" or "Leased Premises"). Subject to the provisions set forth herein, Tenant shall have the right to use in common with Landlord or other tenants in the Building the Common Area (as defined below). The Premises includes all improvements, fixtures, trade fixtures, and other property of Landlord now or hereafter located on the Premises and provided by Landlord for use in connection with the Premises, including, but not limited to, plumbing, electrical, heating, ventilating and air conditioning fixtures, equipment and appliances, men's and women's bathrooms and fixtures. These items shall remain property of Landlord and shall be surrendered with the Premises at the end of the Term or any Extension Term of this Lease.

2. Possession. Landlord shall immediately deliver possession of Premises to Tenant, allowing Tenant to complete any improvements. By taking possession of Premises, Tenant accepts the Premises in an "AS IS" condition.

3. Term. The initial term of this Lease shall be for three (3) Lease Years, commencing on the Rent Commencement Date (hereafter defined) ("Term"). The term "Lease Year" is defined as that 12-month period during the Term or Extension Term commencing on the Rent Commencement Date (hereafter defined) or the annual anniversary thereof, as may be applicable, provided that, if the Rent Commencement Date is a day other than the first day of a calendar month, then the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month and the following twelve (12) months, and any subsequent Lease

Year shall be the 12-month period beginning on the anniversary of the first day of the next calendar month following the Rent Commencement Date.

4. Option to Extend Term. Tenant shall have one (1) option to extend the Term of this Lease for a period of five (5) years ("Extension Term"). The option shall be exercised by Tenant by written notice to Landlord at least one hundred and eighty (180) days prior to the expiration of the Term of this Lease. Time is of the essence with respect to Tenant's notice to Landlord of the exercise of this option. Any option exercised shall be void and ineffective if Tenant is in default of any term or condition of this Lease on the date the option is exercised or on the date the Extension Term is to commence. The terms of the Lease for the Extension Term shall be the same as set forth in this Lease, except for the option to extend in this Section 4 shall be null and void.

5. Rent Commencement Date. All Base Rent and Additional Rent shall be paid by Tenant to Landlord commencing on 02/01/2023 ("Rent Commencement Date"). If Tenant takes possession of the Premises before the Rent Commencement Date, Tenant is not obligated to pay Additional Rent.

6. Base Rent. Subject to adjustments set forth herein, Tenant shall pay to Landlord rent in the amount of One Thousand Nine Hundred Fifty-Five Dollars and 00/100 (\$1,955.00) per month ("Base Rent") commencing on the Rent Commencement Date and continuing on the 1st day of each month thereafter during the Term and Extension Term, if applicable. Commencing on the second anniversary of the Rent Commencement Date, and on the anniversary of the Rent Commencement Date each year thereafter during the Term and Extension Term, if applicable, the Base Rent shall be increased three percent (3%) from the Base Rent in the prior Lease Year. The timely payment of Base Rent is a separate and independent obligation of Tenant, and Tenant shall have no right to withhold or offset Base Rent for any obligation of Landlord or for any other reason. Tenant shall have the right to pay Rent by electronic fund transfer ("EFT") in which case Landlord shall provide wiring instructions to the Tenant. If Rent is not paid by EFT, then Landlord shall provide Tenant with the address to mail a check or money order for the Rent.

7. Security Deposit. Upon the execution of this Lease, Tenant shall pay Landlord a security deposit in the amount One Thousand Nine Hundred Fifty-Five Dollars and 00/100 (\$1,955.00) to be held by Landlord as security for the performance of Tenant's obligations under this Lease. It being expressly understood that such deposit shall not be considered an advance payment of rental or measure of the damages to Landlord in case of default by Tenant under this Lease. The security deposit shall be non-interest bearing. Upon the occurrence of any event of default by Tenant, Landlord may in its discretion from time-to-time, without prejudice to any remedy, use or apply such deposit to the extent necessary to make good any arrearages of Rent or other payment, damage, injury, expense or liability caused by Tenant's default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so used or applied in order to restore the

security deposit to the amount specified in this Lease. Upon Tenant's faithful performance of all of the terms of this Lease, Landlord shall return the security deposit to Tenant within thirty (30) days after Tenant vacates the Premises and all obligations of Tenant pursuant to this Lease have been fulfilled.

8. Additional Rent/Common Area Maintenance.

8.1. In addition to Base Rent, Tenant agrees, commencing on the Rent Commencement Date or when Tenant takes possession of the Premises, whichever is earlier, to pay to Landlord at the times hereinafter set forth, Tenant's Pro Rata Share (hereafter defined) of Landlord's Insurance Expense, Real Estate Taxes, and Common Area Expenses (collectively known as "Additional Rent"). The Base Rent, Additional Rent and all other sums due hereunder may sometimes collectively referred to herein as "Rent."

8.2. Tenant's Pro Rata Share shall be equal to the fraction produced when the total square feet of the Premises is divided by the total leasable square feet of the Building (whether leased, occupied, or not) ("Tenant's Pro Rata Share"). Tenant's Pro Rata Share is estimated to be 8%.

8.3. For each calendar year of the Term and the Extension Term, if applicable, (prorated for any calendar year falling partially within the Term) Tenant's Pro Rata Share of Common Area Expenses, Real Estate Taxes, and Landlord's Insurance Expense shall be payable to the Landlord on or before the first day of each calendar month commencing on the Rent Commencement Date or when Tenant takes possession of the Premises, whichever is earlier, and continuing on the first day of each month thereafter during the Term and any Extension Term of this Lease.

8.4. Tenant's Pro Rata Share for each calendar year and partial calendar year shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord as determined by this Section 8.4. Within ninety (90) days after the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's Pro Rata Share of the Additional Rent for the immediately preceding calendar year. If the total amount paid by Tenant for any calendar year is less than the actual amount due for Tenant, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for said calendar year, such excess shall be credited against the next installment due from Tenant to Landlord, or, with respect to the last year of the Term, such excess shall be refunded to Tenant. Tenant's obligations under this Section 8 shall survive the expiration and termination of this Lease.

8.5. For all purposes of this Lease, the term "Common Area" shall mean that part of the Building intended for the common use of all tenants and guests of the Building, including parking areas, sidewalks, elevators, rear access areas, hallways, entryways, lighting facilities, and the like meant for the common use of tenants of the

Building, their customers, employees, agents, and contractors. Tenant, and Tenant's customers, employees, agents and contractors, shall have the nonexclusive right to use the Common Area as constituted from time to time, in common with Landlord, other tenants in the Building, and other persons permitted by Landlord to use the same, subject to rules and regulations as Landlord may from time to time prescribe.

8.6. As used in this Lease, "Common Area Expenses" shall mean the operating expenses and costs, reasonable and necessary, to maintaining, operating, and providing services to and for the Common Areas and the Building, including, but not limited to, the costs of utilities, repairs, management, maintenance, administrative costs, landscaping, advertising, snow removal, trash removal, dumpster, electric, funds for future repairs and replacement of equipment and fixtures in the Building, cleaning, supplies, and sprinkler systems.

9. Real Estate Taxes. Tenant shall be responsible for Tenant's Pro Rata Share of the Real Estate Taxes for the Premises and Building. For purposes of this Lease, "Real Estate Taxes" shall mean any and all ad valorem taxes, real estate taxes, general and special assessments, parking surcharges, tax or charge for governmental services (such as street maintenance or fire protection), and any taxes or charges which replaces any of the foregoing which are levied upon the Building and Premises. If at any time the methods of taxation prevailing on the date hereof shall be altered so that in lieu of or as an addition to the whole or any part of Real Estate Taxes, there shall be assessed, levied or imposed: (1) a tax, assessment, levy, imposition or charge based on the income or rents received from the Building whether or not wholly or partially as a capital levy or otherwise, (2) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any part of the Building and imposed upon Landlord, (3) a license fee measured by rents received or (4) any other tax, assessment, levy, imposition, charge or license fee however described or imposed, then all such taxes, assessments, levies, impositions, charges or license fees or the part thereof so measured or based shall be deemed to be Real Estate Taxes, provided that any tax, assessment, levy, imposition or charge imposed on income from the Building shall be calculated as if the Building were the only asset of Landlord.

10. Personal Property Taxes. Tenant shall pay directly to the taxing authority all taxes assessed against trade fixtures or personal property placed by Tenant in or on the Premises ("Tenant's Personal Property"). If taxes with respect to Tenant's Personal Property are assessed against the Building, Tenant shall pay the taxes applicable to Tenant's Personal Property within ten (10) days after receiving Landlord's written statement setting forth the taxes applicable to Tenant's Personal Property.

11. Landlord Insurance. Tenant shall pay Tenant's Pro Rata Share of the Landlord's Insurance Expenses as provided in Section 8 and this Section 11. For all purposes of this Lease, the term "Landlord's Insurance Expenses" shall include all premiums and other expenses reasonably incurred by Landlord for general and public liability insurance, fire and extended coverage property insurance, rent loss insurance, plus any other insurance on the Building carried by Landlord from time to time (plus

whatever endorsements or special coverages Landlord reasonably considers appropriate).

12. Use of Premises. Tenant shall use the Premises for conducting a vintage, dead stock, second hand retail clothing store only and for no other purposes. Tenant is prohibited from selling new clothing, shoes, jewelry, or accessories at the Premises or online during this Lease. Tenant is further prohibited from selling new clothing or accessories which are similar to those sold by Dale's Clothing Store.

12.1. The sale, rental and/or display of adult sexually oriented live entertainment, video games, movies, books, materials or other items is prohibited on the Premises.

12.2. In the event Tenant's use and occupation of the Premises causes an increase in Landlord's insurance premiums, Tenant shall, within ten (10) days of written notice, reimburse Landlord for the premium increase attributable to Tenant's activities on the Premises. In the event Tenant's use and occupation of the Premises renders the Premises uninsurable on a replacement cost basis, Landlord may terminate and cancel this Lease upon thirty (30) days written notice to Tenant.

12.3. Tenant, its guests, employees and contractors are prohibited from parking in the parking areas and parking lots which are part or adjacent to the Building.

13. Tenant's Work. Except as otherwise set forth in this Lease, any and all other work necessary or desired by Tenant at any time or to make the Premises suitable for opening or operating Tenant's business, including, but not limited to, improvements, alterations, additions, renovations, and modifications, shall be Tenant's obligation to perform at Tenant's sole cost and expense ("Tenant's Work"). All such work shall be performed in accordance with the provisions of this Section 13 and Section 23. Tenant acknowledges that Landlord's written consent is required as to floor plan, materials, contractors and other matters, as specified in this Section 13 and Section 23, prior to the commencement of Tenant's Work.

13.1. Plans and Specifications. Tenant shall prepare plans and specifications for Tenant's Work ("Plans and Specifications"). The Plans and Specifications shall be submitted to Landlord for approval not less than ten (10) business days prior to Tenant's application for the necessary permits and approvals from the appropriate governmental authorities. Landlord's approval of plans and specifications shall not be unreasonably or arbitrarily withheld, delayed or conditioned, and shall be deemed given if Landlord fails to give written approval of the Plans and Specifications or make reasonable comments and/or suggested revisions thereto within ten (10) business days from receipt of such Plans and Specifications by Landlord. Landlord acknowledges and agrees that any revisions or corrections to the Plans and Specifications which are required by governmental authorities, and any non-material changes by Tenant, shall not require Landlord's approval.

13.2. Contractors. For Tenant's Work, and for leasehold improvements pursuant to Section 23, Tenant shall use only contractors (as defined in Section 13.5(1)) approved by Landlord. Approval of a contractor shall be at Landlord's sole discretion. Tenant shall provide Landlord with documentation of Tenant's contractor's qualifications at the time Tenant requests approval of a contractor and prior to commencement of any work.

13.3. Indemnification. Tenant shall defend, indemnify, and hold harmless Landlord, its agents, officers, members, owners, directors, employees, and contractors against and from any and all injuries, claims, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising from or in any way pertaining to the alterations, buildout, and improvements to the Premises made or constructed by the Tenant or Tenant's employees or contractors.

13.4. The Work. Tenant shall cause Tenant's Work to be (i) performed in accordance with all certificates, licenses, permits, authorizations, consents and approvals of governmental authorities required for performance of such work, including all requirements of Title III of the Americans with Disabilities Act, Public Law 101-336 and all regulations promulgated pursuant thereto (collectively "ADA"), (ii) completed in a good and workmanlike manner, (iii) prosecuted diligently to completion, (iv) completed free and clear of all liens for labor, materials and services included within the work, and (v) be completed in conformity with the Plans and Specifications, with materials and by contractors approved by Landlord.

13.5. Completion. Upon completion of Tenant's Work, Tenant shall submit to Landlord the following:

A list of all contractors, subcontractors, material providers and service providers (each a "Contractor") utilized in completing Tenant's Work;

- (2) Copies of building, occupancy, and other permits;
- (3) An itemized list of the costs and expenses of Tenant's Work;
- (4) Copies of contracts and invoices and such other items as Landlord may reasonably request;
- (5) Proof of payment of Tenant's cost and expenses;
- (6) Final lien waivers signed by each Contractor; and
- (7) If requested, evidence that Tenant's Work complied with all of the provisions of this Lease.

14. Tenant Insurance and Indemnity. During the Term and Extension Term, if applicable, of this Lease, the following insurance shall be maintained by the Tenant:

14.1. Insurance Procured by Tenant. Tenant shall procure and maintain policies of insurance, at its own cost and expense, with Landlord as an additional insured, insuring:

(1) All claims, demands, or actions for injury to or death of any person in an amount of not less than a combined single limit of Two Million Dollars and 00/100 (\$2,000,000.00); and for property in an amount of not less than One Million Dollars and 00/100 (\$1,000,000.00), made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Premises or any act or omission of Tenant. This insurance shall include full coverage for the indemnity set forth in this Lease, and Landlord may require an increase in such coverage from time to time upon written notice to Tenant of at least ninety (90) days to reflect common coverage amounts for similar properties and usage in La Crosse County, Wisconsin;

(2) Tenant from all workers compensation claims;

(3) Breakage of all plate glass utilized in the improvements on the Premises; and

(4) All contents and Tenant's trade fixtures, equipment, furniture and furnishings under standard fire and extended coverage insurance, including, but not limited to, vandalism and malicious mischief.

14.2. Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. To the extent that the damages are covered by any policy, neither party shall be liable to the other to the extent of such coverage for losses arising out of risks insured against under any insurance policy required by this Lease.

14.3. Tenant agrees that Landlord shall not be liable for, and agrees to indemnify and hold harmless Landlord from, any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of injuries to persons or property, which injury occurs on the Premises or on the streets or sidewalks adjoining the Premises, except injuries caused by Landlord's recklessness or intentional misconduct. These injuries shall include, but not be limited to, injury to person or property sustained by Tenant or Tenant's invitees due to the condition of the Premises, the buildings located on the Premises, the equipment, fixtures, appliances, or machinery located on the Premises, the halls, passages, sidewalks, and streets located on or adjoining the Premises; or due to the happening of any accident or act of God or due to any act or neglect of the Tenant or any other person; or due to water, snow, rain, hail, backing up of water mains, or sewers, frost, steam, sewage, sewer, gas, electrical current, bursting, stomping or leaking of pipes or plumbing; or due to the use of any

instrumentality or agency in or connected with the Premises; or due to any nuisance made or suffered on the Premises.

14.4. Landlord shall not be liable to Tenant for any damage to Tenant's Personal Property unless such damages are caused by Landlord's recklessness or intentional misconduct. Tenant waives all claims against Landlord for damage to person or property, including Tenant's Personal Property, arising from Landlord's negligence.

15. Additional Indemnity. Tenant agrees to indemnify and hold Landlord harmless from:

15.1. Any penalty, damage or charges imposed for any violation of any laws or ordinances occasioned by neglect of Tenant;

15.2. All claims, loss, costs, damage or expense arising out of any accident or other occurrence on the Premises (except accidents or other occurrences arising out of the reckless or willful acts of Landlord) causing injury to any person or property;

15.3. All loss, cost, damage or expense arising out of failure of Tenant in any respect to comply with and perform all of the requirements and provisions of this Lease; and

15.4. All reasonable attorneys' fees and expenses incurred by Landlord in connection with any of the foregoing.

16. Utilities. Tenant shall pay for the cost of all the separately metered utilities serving the Premises, including, but not limited to water, sewer, gas, electricity, telephone, internet, and other utilities, used in connection with the Leased Premises. Upon Landlord's delivery of possession of the Premises to Tenant, Tenant shall transfer the utility meters and accounts for the Premises in Tenant's name and Tenant shall pay the providers for utilities consumed.

17. Cleanliness. Tenant shall keep the interior of the Premises clean and free from trash, refuse, and obnoxious odors. Tenant shall use, and pay for the cost of, any pest extermination contractor designated by Landlord, and at such intervals as may be required by Landlord, based on the recommendation of the pest exterminator contractor. Tenant shall keep the sidewalks and exterior of the Building in which the Premises are located clean and free from trash and refuse. Tenant shall keep all trash and refuse in appropriate receptacles, and shall be responsible for cleaning in and around the receptacle area. All cleaning required of Tenant pursuant to this paragraph and other provisions of this Lease shall be performed on a regular basis by Tenant. Landlord shall have the right to issue reasonable rules and regulations relating to cleanliness of the

Premises and surrounding areas, and Tenant agrees to abide by such rules and regulations.

18. Appearance. Tenant, at Tenant's expense, shall keep the appearance of all portions of the interior and exterior of the Premises neat, presentable, clean, current, like new and attractive to retail customers and passersby. This obligation of Tenant for appearance of the interior and exterior of the Premises shall include but is not limited to, wall coverings, light fixtures, ceilings, floor coverings, counters, trade fixtures, furnishings, interior and exterior paint, signage and windows. Landlord shall have the right to issue reasonable rules and regulations relating to appearance of the interior and exterior of the Premises and surrounding areas, and Tenant agrees to abide by such rules and regulations.

19. Removal of Snow and Ice. Landlord's contractor shall provide snow removal for the Common Areas depending on the snow accumulation per occurrence. If there is snow or ice that has not been cleared or removed from the sidewalks and doorways outside the Premises by the Landlord's contractor, then Tenant shall make all reasonable efforts to remove ice and snow and other obstructions from the sidewalks and doorways outside the Premises and salt all such areas which contain ice.

20. Condition of the Premises. Tenant has examined and knows the condition of the Premises. Tenant is not relying on representations made by Landlord or any agent of Landlord, prior to, or at the execution of this Lease, with regard to the condition of the Premises, including, but not limited to, representations as to the condition, repair or adequacy of the Premises and its fixtures, appliances and utilities for Tenant's intended use. Tenant accepts the Premises "AS IS". Landlord and Tenant agree that Landlord shall have no obligation for repairs (except as set forth in Section 22), alterations or improvements to the Premises, building, improvements, fixtures and other items or property leased. Tenant hereby agrees to make all repairs, alterations, and improvements which are the responsibility of Tenant at Tenant's sole cost and expense.

21. Surrender of Premises. Tenant agrees that at the expiration or termination of this Lease or any extension or renewal of this Lease, Tenant shall remove all of Tenant's Personal Property from the Premises and surrender the Premises in good condition, allowance being made for ordinary wear and tear. Tenant's obligation shall include, but is not limited to, surrendering the Premises in the state of cleanliness required pursuant to Section 17, in the appearance required pursuant to Section 18, in the state of repairs and maintenance required pursuant to Section 18, having removed any Tenant's Work requested by Landlord pursuant to Section 22 and having removed Tenant's trade fixtures, awnings and signage pursuant to Sections 24 and 25. Any of Tenant's property not removed by Tenant and remaining on the Premises upon the expiration or termination of this Lease shall be deemed abandoned, and the Landlord may dispose of Tenant's abandoned property in any way Landlord sees fit, without liability to Tenant. Tenant shall reimburse Landlord for the cost and expense incurred in connection with the disposing of property abandoned by Tenant.

22. Repairs and Maintenance. Landlord shall, at Landlord's sole cost and expense, make all repairs to the roof and structural components of the Building, except those occasioned by Tenant or Tenant's suppliers, customers and invitees, and except as otherwise provided in this Lease (such as plate glass). Landlord shall not be obligated to make any other repairs or perform any maintenance to the Premises. Tenant shall not make any repairs, alterations, additions or changes to the exterior of the Premises without Landlord's written consent.

22.1. Tenant shall, at Tenant's sole cost and expense, make all repairs and perform all maintenance to the Premises which are not specifically designated as the obligation of Landlord under this Lease. Tenant shall, at Tenant's sole cost and expense, keep in good order and repair the interior of the Premises, together with all improvements, alterations, additions, appliances, fixtures, equipment and other items on or serving the Premises, including, but not limited to, plumbing, electrical wiring and apparatus, and heating, ventilating, air conditioning and water heating equipment and appliances, whether such items are owned by Landlord or Tenant. Tenant shall, at Tenant's sole cost and expense, keep in good order and repair any exterior signage and awning and all plate glass. Tenant shall be responsible for all costs and expenses to repair, maintain, or fix any and all interior and exterior sewer or water mains, lines, or drains that service the Building and Premises which are damaged, clogged, or blocked due to grease or other obstructions from the Tenant's business operations.

22.2. Tenant shall, at Tenant's sole cost and expense, replace items which Tenant is obligated to repair if Tenant reasonably determines that such repair is impractical or not cost-effective.

22.3. Tenant shall repair all damage of any sort to the Premises or Landlord's property caused by Tenant or Tenant's suppliers, customers and invitees. Repairs and maintenance shall commence within ten (10) days of the occurrence of damage or the arising of a need for repair. Tenant will not do or suffer any waste on the Premises.

22.4. All replacements by Tenant shall be comparable to the condition and quality and size of such replaced item at the time this Lease was entered into.

23. Leasehold Improvements. Tenant shall not make any improvements, alterations or additions, or perform any other work, which affects structural components of the building or buildings in which the Premises are located. Tenant shall be liable to Landlord for any structural damage caused by Tenant's Work. Tenant shall not make any holes, vents, or other openings in any exterior wall, window, door, basement wall, roof or ceiling without Landlord's prior written consent. Upon the termination of the Lease, all such openings shall be fully restored and repaired by Tenant, and such repair shall include paint and any other cosmetic items required to restore the Premises and building to the condition they were at the commencement of this Lease.

23.1. Tenant's Work which may be made or installed by Tenant upon the Premises, including, but not limited to, restrooms, restroom fixtures, floor coverings, ceilings, paneling, partitions, air conditioning units, heating equipment, hot water heaters, light fixtures, ventilation equipment, fire suppression systems, railings, stairways, doors and the like shall, upon the expiration of the term of this Lease, become the property of Landlord, and shall remain upon, and be surrendered with the Premises, as a part of the Premises, at the termination of this Lease, whether by lapse of time or otherwise, all without compensation or credit to Tenant. Provided, however, if prior to termination or within sixty (60) days after termination, Landlord so directs, Tenant shall promptly and properly remove the item(s) of Tenant's Work which were placed on the Premises by Tenant, and which are designated in the notice, and repair any damage occasioned by such removals. In default of the terms of this paragraph, Landlord may affect such removal and repairs, and Tenant will pay to Landlord, on demand, the cost of such removals or repairs.

24. Tenant's Trade Fixtures. Tenant shall not install any trade fixtures on the Premises, or make any contracts relating to, without first procuring Landlord's written consent and delivering to Landlord the plans, specifications, names and addresses of contractors, copies of proposed contracts, and necessary permits, in a form and substance satisfactory to Landlord, and furnish indemnification against liens, costs, damages and expenses as may be required by Landlord. Tenant agrees that at the expiration or termination of this Lease, Tenant shall remove all of Tenant's trade fixtures and repair any damage occasioned by such removal. In default of this paragraph, Landlord may affect such removals and repairs, and Tenant will pay Landlord, on demand, the cost of such removals or repairs. In connection with Tenant's installation of trade fixtures, Tenant shall not make any holes, vents or other openings in any exterior wall, window, door, basement wall, roof or ceiling without Landlord's prior written consent. All such openings shall be fully restored and repaired by Tenant upon removal of such trade fixtures, and such repair shall include paint and any other cosmetic items required to restore the Premises and building to the condition they were at the commencement of this Lease.

25. Signage. Tenant shall have the right to install and maintain signs advertising Tenant's business, on the exterior and in the windows of the Premises, provided Tenant first obtains the written consent of Landlord and obtains any necessary governmental permits and approvals. Tenant agrees that at the expiration or termination of this Lease, Tenant shall remove Tenant's signs and repair any damage occasioned by such removal. In default of the terms of this paragraph, Landlord may affect these removals and repairs, and Tenant shall pay Landlord, on demand, the cost of such removals or repairs.

26. Compliance with Laws and Regulations. Tenant shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of all federal, state, city and local governments, and with all rules, orders and regulations of the applicable board or fire underwriters. Tenant, at Tenant's sole expense, shall be solely responsible for all repairs, alterations or improvements, except those set forth in Section 22,

necessary or required so that the Premises, building improvements, fixtures and other property leased by Landlord to Tenant comply with all building, zoning and other statutes, ordinances, rules, orders, regulations, codes and requirements of any government or governmental agency.

27. Noise and Obnoxious Odors. Tenant shall not permit or emit any noise, including music, or obnoxious odors on or from the Premises at any time which disturbs Building residents, neighbors, or violates city ordinances. Tenant shall further ensure that the Premises are properly ventilated to prevent obnoxious odors from disturbing Building residents or neighbors.

28. Subordination. This Lease, and all rights of Tenant, shall be subordinate to the lien of any existing mortgage on the Premises, and to any mortgage that may be placed by Landlord on the Premises. Tenant shall upon written demand, execute, acknowledge and deliver to Landlord, without expense to Landlord, any all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant under this Lease to the lien of any such mortgage or mortgages, with such lease subordination as to future mortgages being conditioned upon (if requested by Landlord) Mortgagee, Landlord and Tenant entering into a mutually satisfactory subordination, attornment or non-disturbance agreement.

29. Estoppel Certificates. Tenant shall, upon ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord, in a form reasonably satisfactory to Landlord and/or Landlord's lenders, a written statement certifying (if true) that Tenant has accepted the Premises, 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 stating the modifications), that Landlord is not in default under the Lease, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may be reasonably required by Landlord or Landlord's lenders, and agreeing to give copies to any lender of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee of the Premises or the real estate of which the Premises are a part and their respective successors and assigns. If Tenant fails to execute and deliver any such certificate within ten (10) days after request, Tenant shall be deemed to have irrevocably appointed Landlord as Tenant's attorney-in-fact to execute and deliver such certificate in Tenant's name.

30. Environmental Indemnity.

30.1. Tenant hereby agrees to defend, indemnify and hold Landlord harmless against all claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising or resulting from contamination from any hazardous substance or any other substance or material identified to be toxic, hazardous or contaminating according to environmental law, rule or regulation, which containment or

substance has been released on Landlord's property by Tenant or others who may be at or near the Premises in connection with Tenant's occupation of the Premises.

30.2. This indemnity encompasses all losses, costs, damages, and expenses, including reasonable attorney's fees, whether foreseeable or unforeseeable, direct or consequential, actual or threatened, including, but without limitation, the cost of any required or necessary inspection, audit, clean-up, remediation or similar action, and the preparation of any closure or other required plans, consent orders, license applications or similar processes.

30.3. The indemnity given by Tenant to Landlord is an original obligation of Tenant and is absolute, unconditional, unlimited and continuing, and shall remain in full force and effect without regard to future changes or conditions, including changes of laws, rules or regulations, or any invalidity or irregularity with respect to insurance maintained by Tenant. This indemnification agreement shall continue in full force and effect without regard to termination of the Lease between Landlord and Tenant, without regard to Landlord's subsequent transfer of the Premises to a third party and without regard to subletting any part of the Premises or assignment of this Lease.

30.4. Tenant agrees that Landlord shall not be obligated to resort to or exhaust any recourse which Landlord may have against any third party before being entitled to make a claim against Tenant. The liability of Tenant shall be continuing and enforceable by Landlord against Tenant with respect each and every occurrence giving rise to an obligation of Tenant to indemnify Landlord under this Lease.

31. Condemnation or Taking. If all of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall terminate from the day possession is surrendered to the public authority, and the rent shall be paid up to that date, and on that day Tenant's right to occupy the Premises and to pay rent shall end. If a portion of the Premises is taken by any public authority under the power of eminent domain, Landlord, at Landlord's option, within thirty (30) days after the date of such taking, may elect to terminate this Lease. In the event Landlord elects to terminate, Tenant's obligation under this Lease for rent shall end on the date Tenant last occupies the Premises. In the event Landlord does not elect to terminate, Landlord shall make any repairs necessary to the structure and roof of the Premises and rent shall abate if the Premises are unfit for occupancy while Landlord's repairs are being completed. Tenant shall be responsible for all other repairs. Upon completion of Landlord's repairs, Base Rent shall be adjusted by multiplying the Base Rent provided for in Section 6 by a fraction, the numerator of which is the number of square feet of the Premises after Landlord's repairs and the denominator of which is the number of square feet in the Premises before Landlord's repairs. Any and all compensation awarded or paid for a total or partial taking of the Premises, buildings, improvements, fixtures and other property leased under this Lease shall belong to and be the property of Landlord. Any separate award to Tenant for loss of business or property of Tenant shall belong to and be the property of Tenant.

32. Destruction of the Premises. If, the Premises are totally or partially destroyed by fire, the elements or other event, so as to render the Premises wholly unfit for occupancy, and if Landlord determines that Premises cannot be repaired within ninety (90) days from the date of the damage, then Landlord shall have the right to terminate this Lease as of the date of such damage or destruction by giving Tenant written notice, and Tenant shall immediately surrender the Premises and all interest in the Premises and under this Lease to Landlord, and Tenant shall pay Rent to the time of such surrender. If Landlord determines that the Premises are repairable within ninety (90) days from the date of destruction, Landlord shall repair the structure and roof of the Premises with all reasonable speed and dispatch, and rent shall abate if the Premises are unfit for occupancy while Landlord's repairs are being completed. Tenant shall be responsible for all other repairs. If the damage does not render the Premises, or any portion of the Premises, unfit for occupancy, then Landlord agrees that the damage shall be repaired as soon as practicable and Tenant shall pay full Rent during the repair period.

33. Right to Inspect. Landlord reserves the right to enter upon the Premises at any time during business hours. Tenant agrees to allow Landlord free access to the Premises to show the Premises and, within one-hundred and eighty (180) days of the termination of the Lease, to place "for sale" or "for rent" signs on the Premises.

34. Abandonment. If Tenant abandons or vacates the Premises, the Premises may be re-leased by Landlord for such rent and upon any terms as Landlord reasonably determines; and if a sufficient sum is not realized by Landlord upon such re-lease, after paying the expenses of the re-letting, Tenant agrees to satisfy and pay any and all deficiencies sustained by Landlord.

35. Holding Over. At the termination of this Lease, Tenant agrees to yield immediate possession of the Premises to Landlord and, failing to do so, this Lease shall be converted into a month-to-month tenancy at twice the then applicable monthly Rent, and the provisions of this clause shall not be held as a waiver by Landlord of any right of re-entry; nor shall the receipt of such Rent or any part of such Rent, or any other act, operate as a waiver of the right of Landlord to terminate this Lease. All provisions of this Lease shall apply to such month-to-month tenancy.

36. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

36.1. Tenant's failure to pay Base Rent, Additional Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after Tenant's receipt of written notice of default from Landlord to Tenant;

36.2. Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease (other than the payment of sums due hereunder),

where such failure shall continue for a period of thirty (30) days after Tenant's receipt of written notice of default from Landlord to Tenant; and

36.3. Tenant shall be adjudged bankrupt, or if any proceeding under the federal bankruptcy laws shall be filed by or against the Tenant, then such occurrence shall be deemed a breach of this Lease and, upon the happening of such event, Tenant's right to possession of the Premises shall, ipso facto, terminate, and Tenant shall be liable for all damages sustained by the Landlord as provided by law.

37. Remedies. In the event of any such default by the Tenant, Landlord may pursue the following remedies:

37.1. Terminate this Lease by giving written notice to Tenant of such election and declare the entire balance of Rent and any other charges due hereunder for the remainder of the Term or Extension Term immediately due and payable;

37.2. To re-enter and take possession of the Leased Premises or any part thereof, which re-entry shall not operate to terminate this Lease unless Lessor expressly so elects;

37.3. To relet the Leased Premises or any part thereof for such term or terms (including the Term and Extension Term), at such rent and upon such other terms as Landlord, in its reasonable discretion, may determine with all proceeds received from such reletting being applied to the rent and other sums due from Tenant in such order as Landlord may, in its sole discretion, determine, with Tenant remaining liable for any deficiency;

37.4. To recover from Tenant an amount equal to the difference between the rent and such other sums (including all sums required to be paid by Tenant, such as Additional Rent to be received from the date of such breach or default to the expiration of the Term or Extension Term and the reasonable long term rent value of the Leased Premises for the same period; and

37.5. To recover from Tenant all expenses, including attorneys' fees, reasonably paid or incurred by Landlord as a result of such breach or default. In the event of any breach or default by Tenant, Landlord may, but shall not be obligated to, and without notice, correct such breach or default. Any sum or sums so paid by Landlord, together with interest at the then existing maximum legal rate, and all costs and damages, shall be deemed to be Additional Rent hereunder and shall be immediately due and paid from Tenant to Landlord.

38. Waiver. All rights and remedies of Landlord shall be cumulative and none shall exclude any other right or remedy allowed by law, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion arises. Failure on the part of Landlord to enforce any of its remedies in

connection with any default shall not be deemed a waiver of such default nor consent to any continuation.

39. Breach by Tenant: Payment of Landlord's Costs and Fees. Tenant agrees to pay and discharge all reasonable costs, including attorneys' fees and expenses that shall be incurred by Landlord in enforcing the covenants, conditions and terms of this Lease, including the costs of re-letting.

40. Assignment and Subletting. Tenant shall not assign, mortgage, or sell this Lease or sublet the Premises, or a portion of the Premises, without first obtaining the written consent of the Landlord. Landlord's consent to assignment, mortgage, or sale of this Lease, or sublet of the Premises, shall not relieve Tenant and/or guarantors of any obligation or liability pursuant to this Lease or the personal guaranty of this Lease. Tenant and guarantors shall remain fully obligated and liable to Landlord following any such assignment, mortgage, sale or sublet.

41. Late Charge. Tenant agrees to pay Landlord a late fee equal to five percent (5.00%) of the unpaid amount of the Base Rent and Additional Rent that is received by the Landlord received after the fifth (5th) of the month. Additionally, whenever Tenant fails to pay any amount due Landlord other than Rent, Landlord shall be entitled to receive from Tenant an additional amount equal to 1 ½% of the amount due for each month or part of a month during which Tenant fails to pay Landlord.

42. Notices. Whenever in this Lease it shall be required or permitted that notice be given by either party to the other, such notice shall be served personally or forwarded in writing by United States mail certified, return receipt requested. Notice shall be deemed given on the date of personal service or the date of mailing. Service upon Landlord or Tenant by mail shall be sufficient if mailed to the following addresses:

Landlord:
Odd Fellows Temple LLC
Dale D. Berg
121 4th Street South
La Crosse, WI 54601

Tenant:
DG's Tees LLC
601 Ridgeview Drive
Onalaska, WI 54650

43. Severability. In the event any provision of this Lease shall for any reason be illegal or unenforceable, the remainder of this Lease shall not be affected and shall continue valid and enforceable to the fullest extent permitted.

44. Entire Agreement. This Lease contains the entire agreement between the parties and may not be modified in any matter except by an instrument in writing executed by the parties. Tenant is not relying on any oral or written representations of Landlord or Landlord's agents when entering into this Lease.

45. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant, and Landlord's successors and assigns.

46. Superseding Agreement. This Lease supersedes and replaces all prior oral and written representations, warranties, and/or agreements made by the parties with respect to the Premises. Tenant acknowledges that in entering into this Lease, Tenant is relying only on representations, warranties and promises contained in this Lease.

47. No Partnership Intended. It is expressly understood that, under this Lease, Landlord is not and does not become a partner of or joint venturer with Tenant.

48. Performance Excused. If either party to this Lease is delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such act shall be excused for a period equivalent to the period of such delay.

49. Brokers. Landlord and Tenant each warrant and represent to the other that they have not contacted, engaged or dealt with any real estate agent or broker with reference to the Premises or this Lease. Each party does hereby agree to indemnify and hold harmless the other from and against any and all claims or demands for real estate commissions, charges and fees claimed by or through such party, including attorney's fees, costs and expenses.

50. Counterparts. This Lease may be signed in counterparts by the parties with the separate counterparts constituting one agreement, and the signature of a party or guarantor transmitted by facsimile or electronically to the other party or the other party's representative shall be as binding as an original signature.

51. Net Lease. Landlord and Tenant hereby acknowledge and agree that, except as otherwise expressly provided herein, (i) this Lease is intended to be a complete net lease to the Landlord; (ii) Landlord is not responsible for any charges, impositions, costs and/or expenses of any nature and kind relating to the Premises, the use, occupancy, and contents of the Premises, and/or the business carried on therein; and (iii) Tenant shall pay any and all charges, impositions, costs and/or expenses of any nature and kind relating to the Premises.

52. Guaranty. Daniel Garrity unconditionally and personally guaranty the Tenant's payment and performance obligations under this Lease with said Guaranty being attached hereto as Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease.

LANDLORD:

TENANT:

Dale Berg

By: Odd Fellows Temple LLC
By: Dale D. Berg, Managing Member
Date: 1/17/2023

Daniel Garrity

DG's Tees LLC
By: Daniel Garrity
Date: 01/17/2023

Exhibit A

Leased Premises Map/Depiction

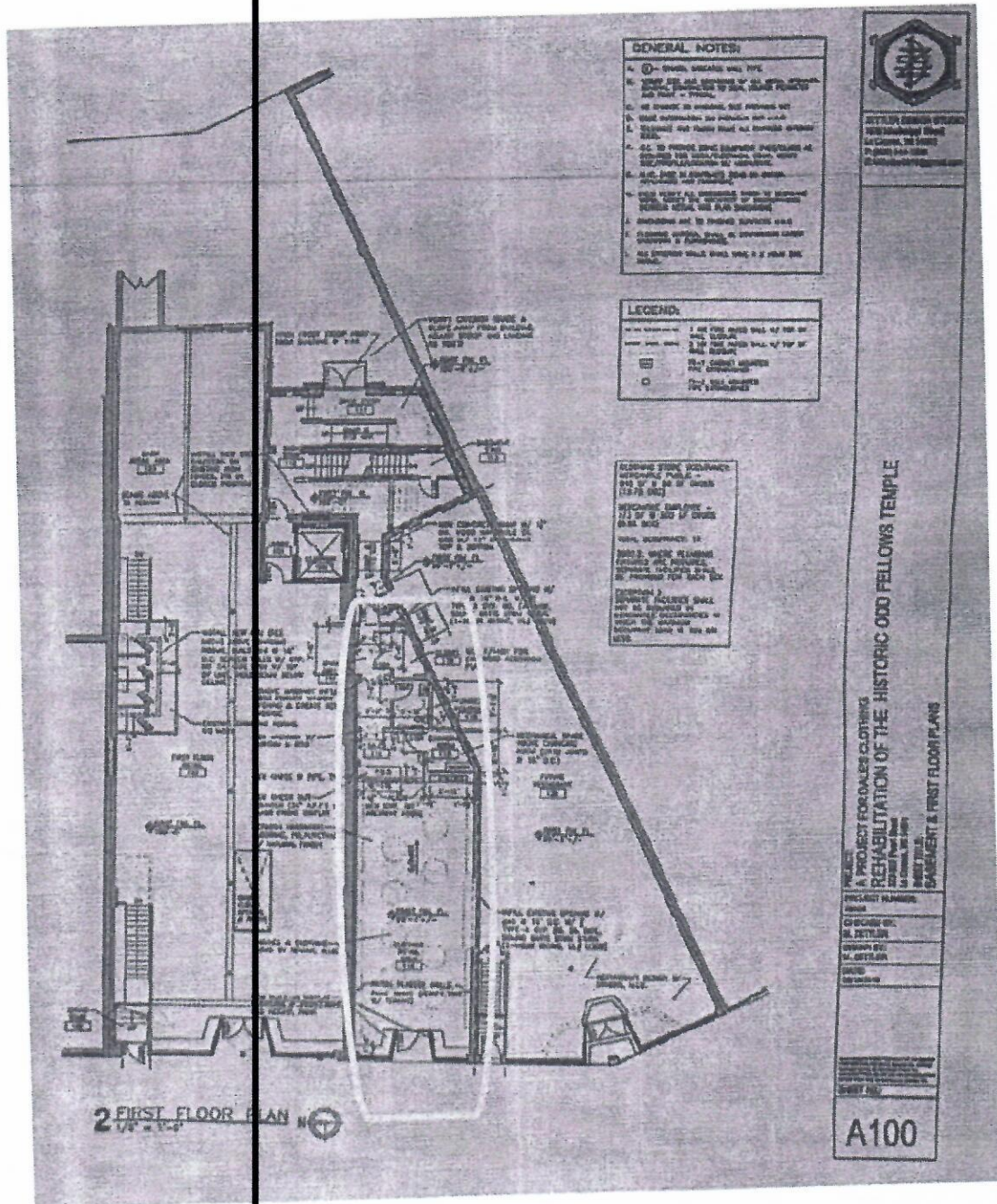


Exhibit B

Personal Guaranty


The undersigned, Daniel Garrity (referred to herein collectively as "Guarantor"), in consideration of Odd Fellows Temple LLC (collectively as "Landlord") entering into this Lease for the Leased Premises with DG's Tees LLC ("Tenant"), hereby irrevocably and unconditionally, jointly and severally, guarantees full payment and performance of all of the terms, conditions, covenants, payments, and obligations to be performed by Tenant under the Lease.

If Tenant shall fail to pay or perform all or any part of the liabilities when due, the Guarantor agrees, upon the demand of Landlord, to perform any obligations or pay immediately any amounts, which may be due from Tenant. Guarantor agrees that this is an absolute and continuing Guaranty. Guarantor waives all damages, demands, presentment and notices of every kind and nature. This Guaranty may be terminated only with the prior written consent of the Landlord and shall be binding upon the personal representatives, heirs, and assigns of Guarantor.

Language to the contrary herein notwithstanding, Landlord shall provide Guarantor with five (5) days written notice of any default by Tenant under the terms of the Lease and shall further provide Guarantor with the right to cure same within said time period.

Guarantor expressly waives the acceptance of this Guaranty by Landlord; any right to require suit against Tenant or any other party before enforcing this Guaranty; any right to have any security applied before enforcing this Guaranty and any right of subrogation to Landlord's rights against Tenant until Tenant's indebtedness is paid in full or obligations performed in full.

Guarantor agrees to pay all expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by Landlord in endeavoring to collect the liabilities, or any part thereof, and in enforcing this Guaranty. This Guaranty shall be governed by the laws of the State of Wisconsin and any action concerning the Guaranty shall be in the courts of the State of Wisconsin.


By: Daniel Garrity

Date: 01/17/2023

PERSONAL DATA SHEET
(PLEASE PRINT ALL INFORMATION)

Each individual, partner, member of a limited liability company or officer, director or agent of any corporate applicant and manager/person in charge must complete all the information and must indicate if they have been convicted of any of the following within the last ten (10) years: a felony, a misdemeanor, a statutory violation punishable by forfeiture or a county or municipal ordinance violation. If none, write "none".

Manager/Person in Charge: Daniel Robert Garrity
(FIRST, FULL MIDDLE NAME, LAST)

Home Address: 601 ridgeview dr, Onalaska, WI 54650
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: [REDACTED] Home Phone: 6087994662 Daytime Phone: 6087994662

Violations: _____

Title: _____
(FIRST, FULL MIDDLE NAME, LAST)

Home Address: _____
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: _____ Home Phone: _____ Daytime Phone: _____

Violations: _____

Title: _____
(FIRST, FULL MIDDLE NAME, LAST)

Home Address: _____
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: _____ Home Phone: _____ Daytime Phone: _____

Violations: _____

Title: _____
(FIRST, FULL MIDDLE NAME, LAST)

Home Address: _____
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: _____ Home Phone: _____ Daytime Phone: _____

Violations: _____

Title: _____
(FIRST, FULL MIDDLE NAME, LAST)

Home Address: _____
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: _____ Home Phone: _____ Daytime Phone: _____

Violations: _____
