

LEASE

Date: October_____, 2015

Landlord: GRS Retail, LLC

Tenant: Hollenbeck Enterprises LLC

1. BASIC TERMS. The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

1.1 Building: That portion of the Building located at 325 South Third Street, La Crosse, Wisconsin, known as Grand River Station that is leased to Landlord, together with the land and other improvements and facilities appurtenant thereto.

1.2 Premises: Approximately 1,734 rentable square feet of floor area on the first floor of the Building as shown on the floor plan attached hereto as Exhibit A.

1.3 Common Areas: The areas of the Building leased to Landlord and not regularly and customarily leased for exclusive use of tenants, including, but not limited to, any entranceways, vestibules, common hallways and stairs, restrooms, elevators, loading areas, roofs, parking areas, driveways, walks and landscaped areas.

1.4 Term: Five (5) years commencing on the Commencement Date and terminating on the Termination Date ("Initial Term").

1.5 Commencement Date: The Commencement Date of this Lease shall be the earlier of February 1, 2016 or the date Tenant opens for business at the Premises.

1.6 Termination Date: The last day of the month which is sixty (60) months after the Commencement Date.

1.7 Base Rent: \$6.00 per sq. ft annually which is \$10,404 annually payable in monthly installments equal to \$867.00 for the Initial Term. Base Rent shall be abated until the date that is the first day of the thirty-first (31st) month after the Commencement Date; provided, however, if this Lease is terminated or Landlord recovers possession of the Premises due to a default by Tenant, Tenant shall be liable for all abated Base Rent ("Abated Rent"). Base Rent will increase per Section 32 if this Lease is extended beyond the Initial Term by Tenant.

1.8 Security Deposit: N/A

1.9 Permitted Use: Fitness training facility at the Premises all in accordance with all rules and regulations and all applicable zoning ordinances.

1.10

Landlord's Address for Notices: GRS Retail, LLC
200 North Main Street
Oregon, WI 53575

Tenant's Address for Notices: _____

Exhibits: A -- Floor Plan of the Premises
B -- Guaranty

2. DEMISE AND TERM. Landlord leases the Premises to Tenant and Tenant leases the Premises described in Section 1.2 above from Landlord subject to the provisions of this Lease; provided, that any space in the Premises used for shafts, pipes, conduits, ducts, electrical or other utilities or Building facilities, as well as access thereto through the Premises for the purposes of installation, operation, maintenance, inspection, repair and replacement are reserved to Landlord and are excluded from the Premises. The Term of this Lease shall commence on the Commencement Date set forth in Section 1.5 and shall end on the Termination Date set forth in Section 1.6 unless extended or sooner terminated as provided herein. A "Lease Year" shall be the twelve calendar month period commencing on the first day of the month following the month in which the Commencement Date occurs and ending on the last day of the month in which the Commencement Date occurs, provided that the period between the Commencement Date and the last day of the month in which the Commencement Date occurs shall be part of the first Lease Year. Tenant shall provide to Landlord the Guaranty attached hereto as Exhibit B guarantying the obligations of Tenant under this Lease.

3. RENT. Tenant agrees to pay to Landlord at Landlord's address set forth in Section 1.10 or such other place designated by Landlord, without prior demand or notice, the rent for the Premises consisting of Base Rent set forth in Section 3.1 and, as Additional Rent, any other additional payments due under this Lease (collectively "Rent"). The obligation of Tenant to pay rent is hereby declared to be an independent covenant. The two parties that comprise Tenant shall be jointly and severally liable for payment of Rent and for all other obligations of Tenant under this Lease.

3.1 Base Rent. The amount specified in Section 1.7 shall be payable in advance on the first day of each month during the Term. In the event the Term commences on other than the first day of a calendar month, the rent for such partial month shall be prorated based upon the actual number of days of the Term during such month.

3.2 Personal Property Taxes. Tenant agrees to timely pay when due all personal property taxes, whether assessed against Landlord or Tenant, on Tenant's furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.

3.3 Late Charge. Tenant acknowledges that late payment of rent (Base Rent or additional rental) involves additional costs to Landlord for collection and bookkeeping, and, accordingly, Tenant agrees that, if rent (Base Rent or additional rental) due hereunder is not paid by the fifth day after it is due, then Tenant shall pay upon demand, as additional rent, a late charge equal to one hundred fifty dollars (\$150). The foregoing provision for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of Tenant's default in the payment of rent.

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

5. OPERATING COSTS AND REAL ESTATE TAXES.

(a) Prior to the Commencement Date, Tenant shall pay all utilities serving the Premises. Tenant shall pay its share of Operating Costs and Real Estate Taxes, as each is defined below, commencing on the Commencement Date notwithstanding the abatement of Base Rent for the initial thirty (30) months of the initial term.

(b) Tenant shall pay to Landlord, as Additional Rent, thirteen and 26/100ths percent (13.26%) of Operating Costs and Real Estate Taxes applicable to the term of the Lease.

(c) As used in this Lease, the term "Operating Costs" shall mean any and all expenses, costs and disbursements (other than Real Estate Taxes) of any kind and nature whatsoever incurred by Landlord in connection with the ownership, leasing, management, maintenance, operation and repair of the Premises and the Building, which Landlord shall pay or become obligated to pay. Operating Costs shall include, without limitation: (i) property management fees; (ii) wages and salaries of all employees engaged in the operation, maintenance or security of the Building, including all taxes, insurance and benefits relating to such employees; (iii) insurance costs of every kind and nature; (iv) energy costs, including cost of heating, air conditioning and electrical service (other than electricity furnished to and paid for by tenants); (v) water, sewer and other utility costs; (vi) the costs of common area repairs, replacements, maintenance and decorating and (vii) assessments levied against the condominium unit containing the Premises by the Grand River Station Condominium Association, Inc. Operating Costs shall be deemed to have been paid when such costs have accrued.

(d) As used in this Lease, the term "Real Estate Taxes" shall mean: (i) any and all taxes, charges and assessments (special or general, ordinary or extraordinary) levied with

respect to the Building, the parcel of land on which it is located and any improvements, fixtures and equipment located in or on the Building; (ii) any taxes levied or assessed in addition to or in lieu of, in whole or in part, such taxes and assessments; (iii) any other taxes upon the leasing of the Building or rents collected, except federal or state income taxes or franchise taxes; and (iv) costs and expenses incurred by Landlord in connection with the attempt to reduce any of the foregoing, whether by negotiation or contest.

(e) On or before the Commencement Date and during December of each year or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of amounts payable under this Section 5 for the following year. On or before the first day of each month thereafter, Tenant shall pay to Landlord as additional rent one twelfth (1/12th) of such estimated amounts, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the first day of the month after the month in which such notice is given. If at any time it appears to Landlord that the actual amounts payable hereunder for the then current year will vary from its estimate by more than five percent, Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

(f) Within 90 days after the end of each calendar year during the term of this Lease, or as soon thereafter as practicable, Landlord shall deliver to Tenant a written statement setting forth the total amount of Operating Costs and Real Estate Taxes for the preceding year and Tenant's percentage thereof. If Tenant's percentage for such year exceeds the estimated Additional Rent paid by Tenant pursuant to Section 5(e), Tenant shall pay the amount of such excess to Landlord, as Additional Rent, within thirty days of receipt of such statement by Tenant. If such statement shows an amount due from Tenant that is less than the payments previously paid by Tenant, the amount of such overpayment by Tenant shall be credited by Landlord to the next accruing Base Rent or Additional Rent payable by Tenant.

(g) Tenant or its representatives shall have the right to examine Landlord's books and records of Operating Expenses and Real Estate Taxes during normal business hours within 60 days following the furnishing of the statement to Tenant. Unless Tenant takes written exception to any item within 75 days following the furnishing of the statement to Tenant (which item shall be paid in any event), such statement shall be considered as final and accepted by Tenant.

(h) For the years in which the term of this Lease commences and terminates, Tenant shall pay only that proportion of the amount otherwise payable under this Section 5 which the number of days of the term of the Lease falling within such year bears to 365 days, based upon the actual amounts due for the year of commencement and the estimated amounts due pursuant to Section 5(e) for the year of termination. Tenant shall indemnify and hold harmless Landlord from and against any construction liens, costs, claims or expenses relating to the Tenant Improvements.

6. CONDITION OF PREMISES AND TENANT IMPROVEMENTS. Tenant acknowledges that Landlord has made no warranties or representations regarding the Premises, and Tenant agrees to accept the Premises in its "AS IS" condition. Tenant shall construct all improvements to the Premises required for Tenant's use of the Premises for the Permitted Use

(the "Tenant Improvements") by March 1, 2016. The Tenant Improvements shall include, without limitation, all mechanical, electrical and plumbing systems serving the Premises, all HVAC equipment required to bring the heating and air conditioning provided by Landlord into and throughout the Premises, all demising walls, floor coverings, ceilings and other components required for the Permitted Use. Tenant shall have the Tenant Improvements designed, constructed and installed at Tenant's sole cost. Prior to construction or installation of the Tenant Improvements, Tenant shall obtain Landlord's written approval of the plans and specifications for, and all municipal approvals and permits required for the construction of, the Tenant Improvements. The Tenant Improvements shall be constructed, in accordance with the plans and specifications approved by Landlord, in a good and workmanlike manner and in full compliance with all applicable laws, ordinances, building codes, rules and regulations of all applicable governmental authorities.

7. USE. The Premises shall be used only for the purpose set forth in Section 1.9 above and for no other purposes. Tenant expressly acknowledges that it shall be the sole responsibility of Tenant to secure all necessary and appropriate permits, licenses and approvals from all governmental authorities having jurisdiction for the use of the Premises as set forth herein. Tenant shall not do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Building, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could injure the reputation of the Building or otherwise violate any recorded covenant or restriction affecting the Building. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Building.

8. COMPLIANCE WITH LAWS AND BUILDING RULES. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Tenant shall also observe and comply with the requirements of all policies of insurance at any time in force with respect to the Building, and Tenant shall not do or permit anything to be done on or about the Building or bring or keep anything therein which will in any way increase the cost of any insurance now or thereafter carried on the Building or any of its contents or that will invalidate any such insurance. Tenant shall also comply with such reasonable rules and regulations to regulate the use, occupancy and operation of the Building which may from time to time be established by Landlord in writing (the "Building Rules"), and any modifications or amendments thereto provided they are applied uniformly to all tenants of the Building. Landlord shall not be responsible to Tenant for the noncompliance by other tenants or occupants with the Building Rules.

9. ENVIRONMENTAL REQUIREMENTS. Tenant shall comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Lease Term. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws", Tenant shall obtain all environmental licenses, permits, approvals, authorizations,

exemptions, certificates and registrations (hereinafter collectively referred to as "Permits") and make all applicable filings required of Tenant under the Environmental Laws required by Tenant to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by Landlord at Tenant's offices upon reasonable notice and during business hours. Tenant shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Materials") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant's operation of the Permitted Use provided that Tenant shall handle, store, use and dispose of any such Hazardous Materials in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises and Tenant shall give Landlord written notice of the identity of such substances. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement applies to the Premises. Tenant shall, from time to time, at Landlord's request, execute such other affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, claim or injury, including attorneys' fees, and the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Materials by Tenant, its agents and employees on, under or about the Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by Tenant or any occupant of the Premises or the operation of Tenant's business on the Premises during the Lease Term. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

10. MAINTENANCE, REPAIRS AND JANITORIAL SERVICES. Landlord shall maintain the Common Areas and the Premises' exterior walls, roof and foundation of the Building and the heating, ventilating, air conditioning, electrical, plumbing and mechanical systems provided by Landlord in the Building that service the Common Areas. Tenant shall be responsible for maintaining, servicing and replacing Tenant Improvements in good working condition and in compliance with all applicable laws, ordinances and rules and regulations. Tenant acknowledges that the Common Areas of the building are governed by the Grand River Station Condominium Association. Tenant, at Tenant's sole cost, shall be responsible for cleaning and janitorial services in the Premises, and Tenant shall also be responsible for the entire cost of all repairs and replacements otherwise the responsibility of a Landlord hereunder that are required by reason of acts or negligence of Tenant, its agents, employees, customers or invitees, or the particular nature of Tenant's use of the Premises. Tenant shall be responsible for repairing any damage to the Building caused by the installation or moving of Tenant's furniture, equipment and personal property. Landlord shall, at Landlord's expense, also repair or replace any broken or cracked plate or other glass in doors, windows and elsewhere in or adjacent to the Premises. However, Tenant shall be responsible for any broken or cracked plate or other glass in doors, windows or elsewhere that is broken due to its negligence or its employees' negligence. Landlord may elect to perform any portion of the maintenance, repairs and servicing which is the

obligation of Tenant after written notice to Tenant with respect to the Premises in which event the cost thereof shall be billed directly to and paid by Tenant as additional rent. Except as aforesaid, in the event that, at the request of Tenant, Landlord performs any maintenance, repairs or servicing of the Premises which is the obligation of Tenant hereunder, then Tenant shall pay Landlord directly therefor.

11. UTILITIES AND SERVICES. All utilities serving the Premises will be separately metered at Tenant's cost. Tenant shall be responsible for obtaining separately metered electricity, gas, sewer, water, telephone and any other utility services not specified herein, and Tenant shall timely pay for such services as and when payment are due. Landlord provides heating and air conditioning to the Building which will service the Premises but Tenant shall be responsible for all HVAC equipment required to bring the Building heating and cooling services into and through the Premises. Heating and air conditioning controls will be located in the Premises and Tenant's heating and air conditioning use in the Premises shall be metered. Tenant shall pay to Landlord, Tenant's share of heating and air conditioning cost based upon Tenant's metered usage. Tenant shall be responsible for contracting for all trash removal services required by the use of the Premises. In no event shall Landlord be liable for damages, nor shall the rental herein reserved be abated or subject to offset or deduction for failure to furnish or any delay in furnishing any heating or air conditioning services nor shall the temporary failure to furnish any of such services be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Lease, provided, however, Landlord shall make all reasonable efforts to promptly restore such service to the Premises. Tenant shall have access to the dumpster serving the Building for ordinary office waste.

12. COMPUTER CABLING. The Building is served by high speed computer and telephone service. Tenant shall be responsible, at Tenant's sole cost, for installing any computer or telephone cables serving the Premises and for the connections to the existing service. Prior to connecting to existing service, Tenant shall obtain Landlord's consent to the wiring and connection plans. Landlord will coordinate with Tenant and Tenant's vendors during construction of the tenant improvements regarding installation of phone and data services and cabling.

13. ALTERATIONS. Tenant shall not make any alterations, additions or improvements ("Alteration") in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the prior written consent of Landlord. Landlord's consent to an Alteration may be granted or withheld in its reasonable discretion or may be made contingent upon Tenant agreeing to such conditions relating thereto as Landlord may impose. Any Alteration shall be made at Tenant's own cost and expense and in a good and workmanlike manner in accordance with the laws, ordinances and codes relating thereto and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. Upon completion of any Alteration, Tenant shall provide Landlord with a copy of the as-built plans and blueprints for the same.

14. SIGNS. Tenant shall not install, affix or place any sign or other advertising or identifying media upon the exterior of the Premises or the Building or upon the interior or exterior of the windows of the Premises in a manner visible from the exterior of the Premises

without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld. Subject to Landlord's approval, receipt of all required governmental approvals and compliance with all ordinances, laws and building codes, Tenant may install exterior signs on the Building façade and the door to the Premises. If the exterior signs are illuminated, Tenant shall connect the illuminated signage to the electrical service serving the Premises and billed to Tenant. All points at which the signage, its anchors and electrical service penetrate the exterior shell of the Building shall be properly sealed by Tenant and such seals shall be maintained in good and weather tight condition by Tenant. Tenant shall maintain Tenant's exterior signage in a good and attractive condition and in compliance with all applicable laws and building codes at Tenant's sole expense. Tenant shall remove all exterior signage from the Building upon the expiration or earlier termination of the Lease and repair all damage to the Building relating to the exterior signage, including, without limitation, repair of all points at which the exterior signage, its anchors and electrical service penetrated the shell of the Building, at Tenant's sole expense.

15. LIENS. Tenant shall not create or permit any liens under any construction lien law to be filed or recorded against the premises or against the interest of Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record.

16. RIGHT OF ENTRY. Landlord and its agents shall at all times have the right to enter the Premises to inspect the condition thereof, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises, and to alter, improve, or repair the Premises and any portion of the Building. Landlord will provide reasonable written notice to Tenant indicating the time and reason for entry, unless in the event of an emergency. Tenant shall not add or change the locks to any doors of the Premises. Tenant agrees to deposit or permit Landlord to deposit on Tenant's behalf a key to the Premises in a lock box if required by and for the benefit of the local fire department. Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, of Tenant or impose any liability on Landlord. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

17. INSURANCE. Tenant shall, at its expense, obtain and carry at all times during the Term of this Lease (a) commercial general liability insurance, including contractual liability coverage for the indemnification obligations of Tenant contained in this Lease, covering injury of or death of persons and damage to property in an amount not less than \$2,000,000.00 combined single limit per occurrence/\$2,000,000.00 annual aggregate (or such higher amounts as Landlord shall from time to time determine); (b) property damage insurance with extended coverage, vandalism and malicious mischief and theft and mysterious disappearance endorsements, covering the equipment, personal property and other contents of the Premises and all alterations, additions and leasehold improvements made by or for Tenant in the amount of their full replacement value; and (c) such other insurance as may be reasonably required from time to time by Landlord or any underlying lessor or mortgagee of the Building. The amount of all insurance deductibles shall be subject to Landlord's reasonable approval. All of such policies shall be written by an insurance company or companies satisfactory to Landlord, shall name Tenant, Landlord and any other parties in interests designated by Landlord, as insured, as their interests

may appear, shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord or any such other party designated by Landlord may carry, and shall contain a clause that the Tenant will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord. Evidence of such insurance in form satisfactory to landlord shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor provided that such blanket policy contains an endorsement that names Landlord and any other party designated by Landlord as an additional insured, references the Premises and guarantees a minimum limit available for the Premises equal to the insurance amounts required in this Lease. Landlord may at any time and from time to time inspect and/or copy any and all insurance policies required to be procured by Tenant under this Lease.

18. WAIVER OF SUBROGATION. Each party hereby expressly releases the other for any liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss.

19. INDEMNITY. Tenant and Landlord hereby mutually indemnifies each other and agrees to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or by reason of any breach or default by Tenant or Landlord in the performance of any term of this Lease on Tenant's or Landlord's part to be performed. In case Landlord or Tenant shall be made a party to any litigation arising out of any such occurrence, then Tenant and Landlord shall protect and hold Landlord or Tenant, as applicable, harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord or Tenant in connection with such litigation. Tenant's and Landlord's obligations under this Section shall survive the termination of this Lease.

20. NON-LIABILITY OF LANDLORD. Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Building resulting from the Building or Premises, or any part thereof, or any equipment thereof becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; except for any act or neglect of Landlord or failure to fulfill any term of this lease or of other tenants or occupants or employees in the Building; or any

other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature, which is not the result of any act or neglect of Landlord or failure to fulfill any term of this lease. All property in or about the Building or in the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof, except for any act or neglect of Landlord or failure to fulfill any term of this Lease. If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Building and out of rents or other income from such property receivable by Landlord and Landlord shall not be personally liable for any deficiency.

21. CASUALTY. If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then (unless this Lease is terminated by Landlord as hereinafter provided) this Lease shall continue in full force and effect and Landlord shall proceed, after adjustment of such loss, to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its furnishings, furniture, equipment and personal property to at least a condition equal to that prior to its damage. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenable shall be abated until the Premises or such part thereof shall have been in tenantable condition. However, Tenant shall have the right to fully abate its rental obligations under this lease if the damage makes it reasonably impractical for Tenant to utilize the entire Premises. Notwithstanding the foregoing, if any destruction or damage to the Premises or Building (whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises or Building, or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant. The provisions of this Paragraph are subject to the rights of Landlord's mortgagees, if any. If Landlord does not repair or restore to the original condition or confirm in writing their intent to do so within 90 days of the damage or casualty, then Tenant may elect to terminate this lease by giving notice to Landlord after said 90 day period.

22. CONDEMNATION. If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable hereunder shall be apportioned accordingly. If any material part of the Building is sold or taken (whether or not the Premises are affected), Landlord or Tenant shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority upon giving written notice thereof to Tenant or Landlord, and the rental payable hereunder shall be apportioned accordingly. In the event this Lease is not terminated pursuant to the foregoing, then

this Lease shall continue in force as to the part of the Premises not taken and the rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken. In the event of any such taking, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and Alterations) to restore the Premises remaining to as near its former condition as circumstances will permit. All damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or part of the Premises or the Building or Common Areas shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. In the event that this Lease is terminated, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof. The provisions of this Section are subject to the rights of Landlord's mortgagees, if any.

23. ASSIGNMENT AND SUBLETTING. Except as described below, Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law without prior approval from Landlord. The following shall be deemed to be an assignment of this Lease within the meaning of this Paragraph: (a) the sale, issuance or transfer of any voting stock of Tenant (if Tenant is a nonpublic corporation or if Tenant is a public corporation and such sale, issuance or transfer results in Tenant becoming a nonpublic corporation) which results in a change in voting control of Tenant; (b) the sale, issuance or transfer of any partnership or membership interest in Tenant if Tenant is a partnership or limited liability company; (c) the change or conversion of a general or limited partnership to a limited liability company, limited liability partnership or any other entity which possesses the characteristics of limited liability; (d) the sale, issuance or transfer of any beneficial interest in Tenant if Tenant is a trust; and (e) the death or incapacity of Tenant if Tenant is a natural person. Without waiving Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant, Landlord may collect from the assignee, sublessee or occupant, any rental and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Further, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of rent due and to become due and the performance of all other obligations of Tenant hereunder for the term hereof. Tenant shall pay to Landlord, as additional rent, any costs and expenses including attorney fees incurred by Landlord in connection with any proposed or purported assignment, sublease or other transfer.

24. DEFAULT. If (a) Tenant shall fail to pay the Rent or any charge due hereunder within five (5) days after the same is due, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for ten (10) days after written notice thereof shall have been given to Tenant, or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise pass to any party other than Tenant or (d) if Tenant shall abandon or vacate the Premises or permit the Premises to become vacant, or

(e) Tenant or any guarantor of this Lease shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property or that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, then in any such case, Landlord may, upon notice to Tenant, recover possession of and re-enter the Premises without affecting Tenant's liability for past Rent and other charges due, for "Abated Rent" or future Rent and other charges hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to Rent and other charges equivalent to Rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Premises. Further, at the election of Landlord and with 10 days written notice to Tenant, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as are available at law or otherwise.

Provided Landlord gives written notice to Tenant, Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation attorney fees, shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Paragraph 26 below from the date of the advance to the date of repayment by Tenant to Landlord.

A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

No receipt of money by Landlord from Tenant after expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

25. COSTS AND ATTORNEY FEES. Landlord and Tenant agree to pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the prevailing party in enforcing the covenants and agreements of this Lease, whether or not litigation is commenced.

26. INTEREST. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at an annual rate equal to the greater of (i) five percent (5%) per annum in excess of the reference rate of interest announced, from time to time, by the U.S.

Bank, N.A. or its successor or (ii) twelve percent (12%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

27. SURRENDER. Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good condition and repair consistent with Tenant's duty to make repairs as provided herein. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All furniture, equipment and unattached moveable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by such removal. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises. Landlord does not intend to store any personal property of Tenant that is not removed from the Premises by Tenant upon termination of this Lease.

28. HOLDOVER. In the event Tenant remains in possession of the Premises after the expiration of this Lease without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. During any holdover period, Tenant shall pay Base Rent and all Additional Rent in an amount equal to 150% of the Rent paid for the last month of the Lease Term.

29. TRANSFER BY LANDLORD. In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

30. SUBORDINATION. This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed affecting the Building, to the lien of any mortgages now or hereafter placed on or against the Building, or on or against Landlord's interest or estate therein and to the documents governing the Grand River Station Condominium, and including all extensions, renewals, amendments and supplements to any such lease, mortgage or condominium document, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages as may be required by Landlord provided that any lessor under any such ground or underlying lease or the holder of any mortgage has agreed to or recognize the

rights of Tenant under this Lease so long as Tenant is not in default hereunder. Notwithstanding anything herein above contained in this Section, in the event the holder of any mortgage or the lessor under any ground or underlying lease shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage or lease, then and in such event, upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage or lease, whether this Lease is dated prior to or subsequent to the date of such mortgage or lease.

31. **ESTOPPEL CERTIFICATES.** Tenant agrees that at any time and from time to time upon not less than ten (10) days prior request of Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the rent and other charges have been paid, and (c) that, so far as Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or Landlord's mortgagee may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest.

32. **OPTION TO EXTEND.** Tenant shall have the right, to be exercised by delivering written notice of exercise to Landlord (an "Exercise Notice") no later than six (6) months prior to the expiration of the initial term of this Lease or the first Renewal Term, as defined below, to extend the term of this Lease for two (2) periods of five (5) years each (hereinafter referred to as a "Renewal Term"), on the following terms and conditions and subject to the following limitations:

(a) Upon Landlord's receipt of the applicable Exercise Notice, (i) this Lease must be in full force and effect, (ii) no part of the Premises shall be subleased to one or more parties not affiliated with Tenant and the Lease has not been assigned to any party not affiliated with Tenant, and (iii) Tenant shall not be in default in the performance of any of the terms, covenants and conditions of this Lease beyond any applicable cure period provided herein; and

(b) The Renewal Term shall be upon the same terms, covenants and conditions of this Lease with the exception that: (i) this Section 32 shall not be construed to provide more than the two Renewal Terms described herein; and (ii) the monthly Base Rent for the Renewal Terms shall be as follows:

- First renewal term - 5 years at \$7.00 per square foot.
- Second renewal term - 5 years at \$8.00 per square foot.

33. **BROKERAGE FEE.** Landlord shall pay brokerage fees to Access Commercial Real Estate pursuant to separate agreements.

34. **EXCLUSIVE USE.** Landlord agrees that no portion of the commercial unit of the Grand River Station Condominium shall be leased for use as a fitness center, gym, personal training studio or similar workout facility. This limitation on use shall not apply to medical rehabilitation uses, a yoga studio or similar uses that do not provide general fitness services.

35. NOTICES. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing, and delivered in person or sent by either United States certified mail, return receipt requested, postage prepaid or by Federal Express or other nationally recognized overnight delivery service. Notices and demands to Tenant shall be addressed to it at the address set forth in Section 1.11 hereof or to such other place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to Landlord shall be addressed to it at the address set forth in Section 1.10 hereof, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to Tenant.

36. EXECUTION. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

37. BINDING EFFECT. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

38. INTERPRETATION. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of his Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

39. FORCE MAJEURE. In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period of such delay.

40. AUTHORITY. If Landlord or Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of Landlord or Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or limited liability company, as the case may be, and that this Lease is binding upon

said corporation or limited liability company, as the case may be in accordance with its terms without the joinder or approval of any other person.

41. QUIET ENJOYMENT. If and so long as Tenant pays the rent reserved by this Lease and performs and observes all of the covenants and provisions thereof, Tenant shall maintain the right to quietly enjoy the Premises.

42. ADDENDA. The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point.

[Signatures on following page]

EXECUTED as of the date first written above.

LANDLORD:

TENANT:

GRS RETAIL, LLC

Hollenbeck Enterprises LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Joinder by Master Landlord

The City of La Crosse, Wisconsin ("City"), as landlord under that certain Master Lease for Commercial Unit with GRS Retail, LLC dated December 31, 2009 ("Master Lease") and Hollenbeck Enterprises LLC ("Tenant"), as tenant under this Lease acknowledge and agree as follows:

- A. The term of this Lease extends beyond the term of the Master Lease.
- B. City has approved and agreed to the terms of this Lease.
- C. City and Tenant agree that upon termination of the Master Lease, this Lease will become a direct lease between City as landlord and Tenant, as tenant.

CITY OF LA CROSSE, WISCONSIN

By: _____

TENANT

Hollenbeck Enterprises LLC

By: _____

EXHIBIT A
FLOOR PLAN OF THE PREMISES

EXHIBIT B

GUARANTY

FOR VALUE RECEIVED and in consideration of Landlord executing the Lease to which this Guaranty is attached, of the undersigned Guarantor does hereby, for himself, his heirs, devisees, legatees, legal representatives, unconditionally, absolutely, and irrevocably guarantee the payment of rent and the performance of all the terms, provisions, covenants, and conditions by Tenant to be performed under the Lease in the manner and form as in the Lease provided for during the original term and extended term, if any, and hereby expressly waives notices of (i) acceptance of this Guaranty, (ii) defaults by Tenant under the Lease, and (iii) amendments or modifications to the Lease, and Landlord is hereby released from any duty or lack of diligence in the enforcement of any of the terms, provisions, covenants, and conditions under the Lease. The undersigned hereby expressly consents to any modifications and amendments of the terms, provisions, covenants and conditions of the Lease that may hereafter to be made and agrees that the same shall in no way relieve him from any liability under this Guaranty. The undersigned hereby expressly consents to any assignment or subletting by Tenant or its successors or assigns and agrees that the same shall in no way relieve him from any liability under this Guaranty, and hereby expressly consents to Landlord proceeding directly against the undersigned on this Guaranty without first exhausting any remedy or remedies which Landlord may have against Tenant. The undersigned further agrees to pay to Landlord all damages that may be sustained by Landlord in consequence of any default by Tenant under the Lease, together with all attorneys fees, court costs and other expenses incurred by Landlord in enforcing Tenant's covenants and agreements set forth in the Lease or in enforcing the covenants and agreements of the undersigned under this Guaranty. The undersigned represents and warrants that this Guaranty is an obligation incurred in the interest of the marriage and/or the family.

In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to Tenant, no limitation on Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state or any other statute, law or regulation applicable to such proceedings shall in any way limit the obligation of the undersigned Guarantor hereunder, which obligation is coextensive with Tenant's liability as set forth in the Lease, without regard to any such statutory or other limitation.

This Guaranty signed and sealed as of the day and year first written above on the Lease appended hereto is intended to take effect as a sealed instrument, and shall insure to the benefit of Landlord named in the Lease and Landlord's successors and assigns.

Chad Steven Hollenbeck