

LEASE AGREEMENT EXTENSION

This LEASE AGREEMENT EXTENSION is entered into on the _____ day of _____, 2019, between WINNEBAGO COUNTY, a municipal corporation, 112 Otter Avenue, Oshkosh, Wisconsin, 54903-2808 (hereinafter referred to as "Landlord") and OSHKOSH B'GOSH INC., a State of Delaware corporation, whose corporate address is 206 State Street, Oshkosh, Wisconsin 54901, (hereinafter referred to as "Tenant").

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord the premises located at 206 State Street, Oshkosh, Wisconsin. The premises shall be used by the Tenant to operate an office building in relationship to operation of an apparel business and for no other purpose without the written consent of the Landlord. During the term of this Lease, Tenant shall be afforded reasonable access to the segregated storage space and the vault located in the County Administration Building (CAB) at 112 Otter Avenue, Oshkosh, Wisconsin, during regular business hours.

2. **TERM.** The term of this lease shall be for five (5) years commencing on January 1, 2020. Tenant shall provide Landlord ninety (90) days written notice before the end of the term of the lease extension of its intention to renew the lease.

3. **RENT.** The property to be leased consists of 8,298 usable square feet. Tenant shall pay annual rent to Landlord as follows: for the year 2020, \$10.00 per square foot which shall be due and payable on the 10th day of January 2020; for the year 2021, \$10.25 per square foot which shall be due and payable on the 10th day of January 2021; for the year 2022, \$10.50 per square foot which shall be due and payable on the 10th day January 2022; for the year 2023, \$10.75 per square foot which shall be due and payable on the 10th day of January 2023; and for the year 2024, \$11.00 per square foot which shall be due and payable on the 10th day of January 2024.

4. TERMINATION. Tenant may terminate this lease at any time upon provision of ninety (90) days prior written notice.

5. MAINTENANCE AND REPAIRS.

(a) Landlord's Obligations. Landlord shall keep the foundation, structural components, roof, common areas of the building, electrical wiring, plumbing, heating, ventilation, and air conditioning for the building in good maintenance and repair, including replacement of same. Tenant shall pay all other utility charges, including without limitation charges for telephone, data transmission, and cable television service.

(b) Tenant's Obligations. Tenant shall pay all utility charges for heat, electricity, sewer, and water for the building. Tenant shall keep the premises in as good repair as originally furnished during the term of this lease and any extension thereof, normal wear and tear excepted, and shall keep the premises free from rubbish and dirt at all times, and shall properly store all trash and garbage and dispose of same in such receptacles and such areas as Landlord may prescribe. Tenant shall be responsible for office garbage and recycling collection. Tenant shall keep the premises in a neat and sanitary condition, and shall conform to all municipal and state laws regarding sanitation, fire, and matters of like nature governing the maintenance and use of the premises. Tenant shall be responsible for all cleaning costs. Tenant shall not carry on any noxious or offensive trade or activity at any time upon the premises. Tenant shall be responsible, at its own expense, for the maintenance of any computer information systems located upon the premises.

(c) Snow Removal. Landlord shall provide for ice and snow removal from sidewalks and walkways around the building. Landlord shall provide snow plowing for the driveway and parking areas in compliance with local ordinances and regulations.

(d) Grass Cutting. Landlord will provide lawn care for the building.

(e) Parking. Landlord shall not provide parking.

6. TAXES AND INSURANCE. (a) Landlord shall pay all real estate taxes and special assessments on the premises. Tenant shall be responsible for payment of all personal property taxes upon any personal property contained within the building. Upon execution of this lease, Tenant shall also maintain a policy of liability insurance, including patron liability insurance, naming Landlord as an additional insured, in an amount not less than \$500,000 per injury or damage to one person, \$1,000,000 per injury or damage to more than one person, and \$100,000 for property damage. Tenant shall deposit with Landlord certificates documenting the existence of such insurance, executed by Tenant's insurance carrier.

7. LANDLORD'S PERMISSION TO ENTER. Landlord or its agents shall have the right to enter upon the premises to inspect same or exhibit them to prospective tenants, purchasers, or others, upon prior written or oral notice given to Tenant.

8. ASSIGNMENT. This lease may be assigned by the Tenant only to a successor corporation or its subsidiary. The premises shall not be sublet without the written approval of the Landlord.

9. DAMAGE OR DESTRUCTION. If the building or premises are damaged or destroyed, in whole or in part, by fire or other casualty, Landlord shall, at its expense, repair and restore the same to tenantable condition with reasonable dispatch and the rent shall abate until the premises shall be restored to a tenantable condition; provided, however, that if the building or premises shall be rendered substantially unrepairable then either party may cancel the lease within thirty (30) days of the event, with rent to abate as of the date of destruction.

10. DEFAULT OF TENANT. If Tenant defaults in the payment of the rent, real estate taxes, or any part thereof or in the payment of insurance, and such default shall continue for fifteen (15) days after same shall become due and shall continue in default for thirty (30) days after written notice of said default is transmitted to Tenant, or if Tenant shall be default under any other provision of this lease and such default shall continue for thirty (30) days after written notice to the Tenant to cure the same, then Landlord may terminate this lease and take

possession of the premises. Such termination of this lease shall be without prejudice to the Landlord's right and recovering damages from the Tenant for breach of this lease. If Tenant defaults and Landlord terminates this lease and takes possession of the premises, Landlord shall be entitled to re-let the premises.

11. DEFAULT BY LANDLORD. If Landlord shall be in default of its written obligation under this lease and such default shall continue for thirty (30) days after written notice by Tenant to Landlord to cure the same, Tenant may terminate this lease and surrender possession of the premises to Landlord. Such termination of the lease shall be without prejudice to Tenant's right to recover damages from the Landlord for breach of this lease. Notwithstanding the above provision, Tenant, upon 72 hours written notice to Landlord, if practicable, may make such repairs to the premises relating to essential systems such as plumbing, HVAC, and electrical which are necessary and essential to Tenant's use of the premises as an office facility, provided that this provision shall not apply to catastrophic damage as described in Paragraph 9 above.

12. INDEMNIFICATION. Tenant shall at all times protect, save and keep Landlord and its employees, agents and elected officials harmless against and from any and all claims arising out of or from any accidents or other occurrences on the leased premises causing injury to any person or property and due directly or indirectly to acts or omissions by the Tenant, its employees, agents, invitees, or customers .

Landlord shall at all times protect, save and keep Tenant and its agents, guests, employees and officers harmless against and from any and all claims arising out of and from any accidents or other occurrences on the leased premises causing injury to any persons or property that are due directly or indirectly to acts or omissions by Landlord and its employees, agents and elected officials, invitees or guests.

13. NOTICES. Any notice required or permitted under the lease shall be deemed sufficiently given or served if personally delivered or if sent by certified mail, return receipt

requested, to Landlord and Tenant at the addresses set forth above, or such other address as designed by the parties from time to time. Notices given in accordance with these provisions shall be deemed received when mailed.

14. ENTIRE AGREEMENT. There are not agreements between the parties except as stated in this lease. No amendments hereof shall be effective unless in writing and signed by both parties.

15. WAIVER. One or more waivers of any provision of this lease by either party shall not be construed as a waiver of a further breach of the same provision.

16. LANDLORD'S LIABILITY FOR DAMAGE. Landlord shall not be liable for any damage to any of Tenant's property at any time stored or kept upon the premises by reason of failure to repair unless previous written or verbal notice shall have been given by Tenant or Landlord of the necessity of repairs and Landlord has unreasonably delayed in making such repairs.

17. BINDING EFFECT. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

18. VENUE. Venue for any action brought by either party in relationship to this lease agreement shall be the Circuit Court for Winnebago County, Wisconsin.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date stated on Page 1.

WINNEBAGO COUNTY

OSHKOSH B'GOSH INC.

By: _____
Mark L. Harris
County Executive

By: _____
Michael Heider
Vice President - Finance

By: _____
Susan T. Ertmer
County Clerk

By: _____