

## LEASE

For and in consideration of the mutual consideration contained herein, this agreement is made this 1st day of May 2025, by and between Helsan Development Company, LLC, ("Lessor") and AKA Custom Lids LLC, ("Lessee").

**1. Leased Premises.** Lessor has, and does hereby grant, demise and lease to Lessee, and Lessee has does hereby hire and take from Lessor, Eight Thousand, Seven Hundred (8,700) square feet in the premises known as **3046 A Helsan Drive** (hereafter known as "Leased Premises"), Richfield, Wisconsin.

Lessee also shall have during the Lease Term and until its termination, a non-exclusive license for ingress and egress and / or the parking of motor vehicles by Lessee's invitees over the common areas and private road located contiguous to said building.

By execution of this Lease, Lessee warrants and represents that Lessee has examined and knows the condition of the Leased Premises and accepts it in "as is" condition. Lessor or Lessor's agents have made no representations as to the condition or state of repair of the premises except as are expressly stated herein.

**2. Lessee's Percentage:** 35%, which is the percentage of the building that the Lessee shall occupy (square footage of Leased premises, divided by the square footage of the entire building).

**3. Common Areas.**

**A. Defined.** The term "Common Areas" as used in this Lease shall mean the land and the parking areas, driveways, walkways, truckways, loading areas, delivery areas, landscaped and planted areas, septic drain field or mound and affiliated facilities, well, well pump, pressure tank, and any other amenities for use in common by Lessee and other tenants of the building in which the leased space is located. "Common Areas" also includes the private roadway providing access to the building. Lessor may at any time close temporarily any common area to make changes or repairs, to prevent the acquisition of public right in such area or to discourage use by parties not entitled to such use; and do such other acts in and to the common area as in its judgment may be desirable.

**B. Use of Common Areas.** Lessee and its employees, agents, customer and invitees shall have the non-exclusive right (in common with Lessor and other tenants in the Building) to use the Common Area as designated from time to time by Lessor, subject to such reasonable rules and regulations as Lessor may from time to time impose, including the designation of specific areas in which cars owned by Lessee, its concessionaires, officers, employees, agents, customers and invitees must be parked. Lessee shall abide by such rules and regulations and use its best efforts to cause its concessionaires, officers, employees, agents, customers and invitees to conform thereto.

**4. Lease Term.** The term of this Lease shall commence on the **1st day of July 2025 and shall terminate on the last day of August, 2030.** (5 Years + 2 Months) If Lessee shall abandon or vacate the Leased Premises before the expiration of the Lease Term, Lessor shall be at liberty, at their option, to re-let the premises and apply the money derived from such re-letting to the rent due or to become due under this Lease. Lessee shall remain liable for any deficiency and agrees to pay the same.

**5. Security Deposit.** Security deposit is an amount equal to one month's Base Rent plus one month's Additional Rent (Base Rent \$4,460.00 + Additional Rent \$953.87 = **\$5,413.87**) and is due on the **date of signing this Lease**. The security deposit is Lessee's guarantee that, at the end of the Lease Term, it will timely vacate and return the Leased Premises to Lessor in the same condition in which it was received, normal wear and tear expected and shall promptly pay to Lessor all amounts as they come due. Upon Lessee's vacation of the Leased Premises, Lessor shall promptly return the security deposit to Lessee, less any amounts deducted for repairs, unpaid rent, collection fees, or other charges allowable by law.

**6. Use.** The Leased premises may only be used by the Lessee for the operation of a business of inventory, operations and production of custom headwear, apparel and drinkware. No representation has been made by Lessor to Lessee as to any particular use that may be made of the Leased Premises, or the use to which they may be legally put. Lessee shall comply with all laws and regulations of the federal, state, county and municipal

authorities applicable to the business to be conducted by the Lessee in the Leased Premises. The Lessee shall conduct Lessee's business in such a manner, both as regard to noise and other nuisances, as will not interfere with, annoy or disturb any other Lessee in the conduct of its business, or the Lessor in the management of the building, or the general public. Lessee shall not use or keep any article or thing on the Leased Premises, or allow any act to be done thereon, which shall render them uninsurable or increase the premiums of any policy of insurance on the Leased Premises.

**7. Payment of Rent.** Rent shall consist of Base Rent and Additional Rent. The Additional Rent shall be for the Building and Common Area Maintenance Charges, operating expenses and Real Estate Taxes. These fees shall be deemed components of the total rent in addition to the Base Rent. Nonpayment of any fee shall be an incident of default subject to the provisions of **Paragraph 27** herein.

**A. Base Rent.** Lessee agrees to pay Lessor at 3070 H. Helsan Drive, Richfield, Wisconsin, 53076, or at such other place as Lessor may from time to time designate, the total base annual rent for the Leased Premises for the entire Lease Term.

|  |          |                    |              |
|--|----------|--------------------|--------------|
| July 1, 2025 through August 31, 2025:      | 2 Months | Monthly Base Rent: | \$ 0.00 Free |
| September 1, 2025 through August 31, 2027: | 2 Years  | Monthly Base Rent: | \$4,460.00   |
| September 1, 2027 through August 31, 2029: | 2 Years  | Monthly Base Rent: | \$4,675.00   |
| September 1, 2029 through August 31, 2030: | 1 Year   | Monthly Base Rent: | \$4,895.00   |

All rent payable in advance in successive installments, due on the first day of each calendar month during the Lease Term. **Rent shall be paid by ACH Payment or by check payable to Helsan Development Co. LLC.**

**B. Additional Rent - Building and Common Area Maintenance (CAM) Charges and Real Estate Taxes.** Lessee shall pay to Lessor, as Additional Rent, Lessee's Percentage of Building and Common Area Maintenance Charges (CAM Charges) and Real Estate Taxes as defined herein.

**1.** As used in this Lease, the term "Additional Rent" shall mean any and all CAM charges, reasonable expenses, costs and disbursements of any kind and nature whatsoever paid by Lessor in connection with the management, maintenance, operation and repair of the Building and Common Area, which Lessor shall pay or become obligated to pay, and real estate taxes paid or payable by Lessor for the Unit in which the Leased Premises is located.

**a.** CAM Charges shall include, but not be limited to, the cost of operating, managing, policing, equipping, lighting, insuring, repairing, replacing and maintaining the Building and Common Area, cleaning, snow and ice removal, planting, landscaping, septic maintenance, well maintenance, pumping of replacement holding tank, if necessary, utilities, maintenance of signs, maintenance of parking areas including resurfacing and restriping parking areas and driveways, premiums for the following types of insurance maintained by Lessor: public liability, property damage, business interruption and rental, fire insurance and a management fee of 10% of the total CAM charges payable by Lessee under this paragraph. CAM Charges shall not include the following: (i) costs of alterations of Lessee's premises; (ii) costs of capital improvements and costs of curing construction defects; (iii) depreciation other than depreciation of equipment used in the operation of the Building; (iv) interest and principal payments on mortgages on the Building and real estate; (v) the portion of any cost or expenditure for which Lessor is reimbursed whether by insurance proceeds, rebates under warranties or otherwise; (vi) the cost of any service furnished to any other tenant of the Building which Lessor does not provide to Lessee hereunder; and (vii) any reserves for repair or replacements.

**b.** 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 and Common Area, (ii) any taxes levied or assessed in addition to or in lieu of, in whole or in part, such taxes and assessments, and (iii) reasonable costs and expenses incurred by Lessor in connection with the attempt to reduce any of the foregoing whether by negotiation or contest.

**2.** On or before the Commencement Date and during December of each year or as soon thereafter as practicable, Lessor shall give Lessee written notice of Lessor's estimate of Additional Rent payable under **Section 7.B.1.** for the following year. On or before the first day of each month thereafter, Lessee shall pay to Lessor as Additional Rent one twelfth (1/12<sup>th</sup>) of such estimate, provided that if such notice is not given in

December, Lessee 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 Lessor that the actual amounts payable hereunder for the then current year will vary from its estimate by more than five percent, Lessor may, by written notice to Lessee, revise Lessor's estimate for such year, and subsequent payments by Lessee for such year shall be based upon such revised estimate.

3. Within 90 days after the end of each calendar year of the Lease Term or as soon thereafter as practicable, Lessor shall deliver to Lessee a written statement setting forth the total amount of Building and Common Area Operating Costs and Real Estate Taxes for the preceding year and the actual Additional Rent payable under **Section 7.B.1.** for such year. If such Additional Rent exceeds the estimate of such Additional Rent paid by Lessee, Lessee shall pay the amount of such excess to Lessor, as Additional Rent, within thirty days of receipt of such statement by Lessee. If such actual Additional Rent is less than the estimate of such Additional Rent paid by Lessee, the amount of such overpayment by Lessee shall be credited by Lessor to the next accruing Base Rent or Additional Rent payable by Lessee.

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

5. For the years in which the Lease Term commences and terminates, Lessee shall pay only that proportion of the amount otherwise payable under **Section 7.B.1.** which the number of days of the Lease Term falling within such year bears to 365 days based upon the actual Additional Rent for the year of commencement and the estimate thereof pursuant to **Section 7.B.2.** for the year of termination.

**C. Late Payment.** If any monthly rent payment is not received by the Lessor by the fifth day after it is due, a late fee equal to five percent (5%) of the amount of rent due shall also become immediately due and payable. In addition, any amount due from Lessee to Lessor under this Lease which is not paid within twenty (20) days after its due date shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum.

**D. Current Additional Rent.** For the year **2025**, Additional Rent is equal to \$1.32 / square foot / year. Based on 8,700 sq.ft., the **monthly Additional Rent is \$953.87**, due on the first day of each month, along with Base Rent. **Lessee begins paying Additional Rent on Delivery Date, July 1, 2025.**

8. **Net Lease.** Lessee's Base Rent shall be net during the Lease Term and Lessor shall receive all Rent and other payments due under this Lease free from any charges, assessments, expense or deductions whatsoever.

9. **Lien.** As security for the faithful performance by Lessee of all the terms, conditions and provisions contained in this Lease on Lessee's part to be performed, Lessor shall have a lien upon and security interest in all the furniture, furnishings, fixtures, and equipment and other personal property now or hereafter in or to be placed in the Leased Premises, together with all proceeds therefrom and all accessions thereto, and the provisions of this paragraph are acknowledged by Lessee to constitute a Chattel Mortgage or Chattel Security Agreement creating and granting a security interest in favor of Lessor in all of said furniture, furnishings, fixtures, equipment and other personal property owned by Lessee and now or hereafter in or to be placed in the Leased Premises, together with all proceeds therefrom and all accessions thereto. Lessee covenants and agrees that such items are and shall be free and clear of all liens and encumbrances, except purchase money security interests. Further, Lessee agrees to execute, on demand of Lessor, financing statements and such other instruments as may be required from time to time to perfect Lessor's security interest in said furniture, furnishings, fixtures, equipment and other personal property.

10. **Waiver of Subrogation.** Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under a standard fire insurance policy with extended coverage endorsement.

**11. Parking Facilities and Common Areas.** Lessor shall provide a paved parking area for use of Lessee. Lessor shall maintain all common areas, including the parking area, in good condition and repair. For the welfare of all tenants in said building, and their employees, agents, and invitees, Lessor expressly reserves the right to promulgate from time to time reasonable rules and regulations relating to the use of all common areas or any part thereof. Said rules and regulations shall be binding upon Lessee upon delivery of a copy thereof to Lessee. Said rules and regulations may be amended from time to time by Lessor with or without advance notice, and all such amendments shall be effective upon delivery of a copy thereof to Lessee. For the enforcement of said rules and regulations, Lessor shall have available to it all remedies in this Lease provided for a breach thereof and all legal remedies whether or not provided for in this Lease by law or in equity.

**12. Lessee Repairs.** Lessee shall at all times during the Lease Term and any renewal or extension thereof, pay for and make all necessary repairs and replacements to and within the interior portions, the exterior doors, windows and plate glass of the Leased Premises, and repair and replacement of heating, plumbing, electrical and air conditioning systems and keep and maintain the same in good condition and repair so that at the expiration of the Lease, or any renewal or extension thereof, the premises shall be surrendered to Lessor in the same condition that the same are in at the commencement of said Lease, ordinary wear and tear and damage by the elements excepted. **If an HVAC unit, within the Leased Premises, requires replacement, during the first three (3) years of such Lease Term, (through August 31, 2027), Lessor will cover such cost to replace. Lessee must supply documentation of regular maintenance on such units to instill proper operation.**

**13. Lessor Repairs.** Lessor shall keep the exterior structure, namely the foundation, walls and roof of the building containing the Leased Premises in proper repair during the Lease Term, or any renewal or extension thereof; except that Lessor shall not be required to make such repairs thereto occasioned by Lessee's fault or neglect, and the cost of such repairs shall be paid by Lessee. The Lessor shall not be liable for any damage occasioned by failure to keep said premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewerage, or the bursting, leaking or running of any tank, wash stand, water closet or waste pipe, upon or about said building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, or otherwise, or for any damage arising from acts of neglect of other occupants of the building.

**14. Trade Fixtures.** All trade fixtures installed by Lessee, or by its subtenants or assigns, in connection with the business conducted by it or them on said premises shall remain the property of Lessee or of its subtenants or assigns, as the case may be, and may be removed by it or them during or at the expiration of this Lease or of any renewal thereof. However, any damage caused to the Lessor's property by such removal shall be repaired by Lessee if so required by the then owners of the premises. Trade fixtures not removed by Lessee at the expiration of the Lease shall be deemed abandoned and shall be the property of the Lessor.

**15. Utilities.** Lessee shall pay all charges for gas, electricity, heat, air conditioning, power, and water which serve the Leased premises provided such charges are separately metered. Lessee shall maintain heat at all times at a level to prevent water damage or damage to other mechanical systems. Lessor shall not be liable for any losses, injuries or damages incurred by Lessee due to an interruption in the supply of any utility service occasioned by the necessity to repair the utility service or any malfunction of the service. **Lessee begins paying Utilities on Delivery Date, July 1, 2025.**

**16. Alterations.** Lessee shall not make any alterations in or additions to the Leased Premises without first procuring Lessor's written consent and delivering to Lessor the plans and specifications therefor. All such alterations and additions shall be performed in a workmanlike manner according to standards in the industry, and in compliance with all municipal, state and federal laws, ordinances, rules and regulations relating to building construction and improvement. All alterations or additions shall become the property of Lessor without liability of Lessor to pay for same. Lessee shall have neither the right nor the obligation to remove the alterations and additions either during the Lease Term or at its termination. Lessee shall not create or allow the creation of any lien or obligation against the premises or Lessor by reason of the alterations or additions so

authorized, and Lessee shall indemnify and hold Lessor harmless from all claims of third persons in any manner relating to or arising out of such work.

**17. Storage.** No articles, goods, material, finished or semi-finished products, incinerators, storage tanks, refuse containers or like equipment shall be stored outside of the principle structure. If it is necessary for the Lessee to store any such goods or equipment outside, the items shall be stored behind the front of the principal structure and completely screened from view of the street and neighboring facilities by sight-proof or decorative fencing or landscaping, subject to approval by the Lessor. The exterior storage area will be provided at the expense of the Lessee. Lessee is allowed to store up to two (2) dumpster, outdoors, near the loading dock.

**Note:** The existing metal panels, currently stored at the south side of the building, will be removed by the Lessor by or before Delivery date, July 1, 2025.

**18. Signs.** Lessee shall not place any shade, awning, fence, sign or any structure or device upon or above the exterior of the Leased Premises or upon the windows of the Leased Premises without first obtaining the consent of Lessor in each instance and approval of the municipality. **Lessor to pay for re-lettering of roadside sign panel. Design to be approved by Lessee.**

**19. Insurance.** The Lessor shall carry fire and extended coverage insurance on the building itself, covering both the Lessor and the Lessee, as their interests may appear in the building. Said insurance shall be in the amount of the value of the building of which the Leased premises are a part. The Lessor shall carry public liability insurance, which shall insure Lessor and Lessee against liability for personal injury and death occurring in the common areas and in and around the building of which the Leased premises are a part, in the limits of not less than One Million (\$1,000,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per accident involving more than one person. The Lessor and its employees, agents, contractors, licensees and invitees shall not be liable to Lessee or any other person or entity claiming under or through them for any damage, injury or loss suffered by any person or property which is or would be covered by any policy of insurance required by this paragraph to be carried, notwithstanding that such damage, injury or loss may be caused by the acts or negligence of the Lessor or its employees, agents, contractors, licensees and invitees. This fire and extended coverage insurance and liability insurance will be assessed to and proportionately paid for by the Lessee, in accordance with **paragraph 7.B.**

The Lessee shall obtain public liability insurance, which shall insure the Lessor and the Lessee against liability for personal injury or death on the Leased Premises, in the limits of not less than One Million (\$1,000,000.00) Dollars per accident per person and One Million (\$1,000,000.00) Dollars per accident involving more than one (1) person. In addition, the Lessee shall obtain fire and extended coverage insurance for damage to the property owned by the Lessee and any contents stored on the demised premises, and shall save the Lessor harmless from any losses of any kind, whatsoever, as a result of damages thereto. **Lessor shall be added as an Additional Named Insured on Lessee's policy. The Lessee shall furnish the Lessor with a Certificate or other proof of the issuance of liability and contents insurance, by Delivery Date, July 1, 2025.** Lessee and its employees, agents, contractors, licensees and invitees shall be liable to Lessor or any other person or entity claiming under or through them for any damage, injury or loss suffered by any person or property which is or would be covered by any policy of insurance required by this paragraph to be carried, notwithstanding that such damage, injury or loss may be caused by the acts or negligence of Lessee, or its employees, agents, contractors, licensees and invitees.

**20. Indemnification.** Lessee agrees to indemnify and save Lessor harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Lessee in the Leased Premises or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act of negligence of Lessee, its agents, contractors, servants, employees, subleases, concessionaires, or licensees in or about the Leased premises.

**21. Damages to Premises.** In the event of damage to, or the destruction of the demised premises, or any portion thereof by fire or other cause covered by fire and extended coverage insurance and the making by the Lessee to the Lessor of a demand in writing, describing such damage and/or destruction, the Lessor agrees that it will undertake immediately the repair and reconstruction of the demised premises, at its own expense and that it will complete such repairs within sixty (60) days of the time such notice is given. In the event such repairs and construction cannot be effected within such sixty (60) day period, Lessee shall have ten (10) days from the giving of the notice provided herein to terminate this Lease, without further liability of rent or other costs reserved hereunder, such termination to be effective as of the date of the damage or destruction. During the period commencing with the receipt by the Lessor of said demand and ending with the completion of the repairs thereof, the rent payable hereunder shall abate. The abatement shall, also, include any taxes, utilities, repairs, maintenance, common-area maintenance charges, or any other duties imposed by Lessor by this Lease, and the obligations of the Lessee to pay the same shall cease to the extent and in proportion to the area rendered untenable by repair work. Notwithstanding the provisions of the foregoing, if the building on the land shall be wholly destroyed, or forty (40%) percent of that portion occupied by Lessee is destroyed, and the Lessor shall be unable to make the portion destroyed tenantable within sixty (60) days after notice thereof by the Lessee, either party shall have the right, at its option, to terminate this Lease by written notice to the other, within sixty (60) days after such notice by the Lessee. Termination shall be effective as of the date of the damage or destruction.

**22. Condemnation.** If all of the Leased Premises shall be taken or condemned by any competent authority under the power of eminent domain, or in lieu thereof purchased by any such authority, then this Lease and all of the obligation of the parties shall terminate as of the date that possession is required by such authority and any rentals paid in advance shall be refunded to Lessee, pro rata to the date of termination.

**23. Assignment.** Lessee shall not have the right to assign, let, or sublet the Leased Premises or any part thereof without first obtaining the written consent of the Lessor. If the Lessee is a corporation, limited partnership, or other membership organization, any change in ownership of more than a majority of the units of ownership, or more than a majority of the corporate stock, said change in ownership shall not be deemed an assignment for which consent of Lessor is required.

**24. Subordination.** At Lessor's options, this Lease shall be subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided however, anything to the contrary contained herein notwithstanding, every such mortgage shall contain a provision that the mortgagee shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest so long as Lessee shall not be in default under the terms of this Lease. Lessee shall execute whatever additional instruments as may be required to effect such subordination.

**25. Notices.** All notices by Lessee to Lessor must be given by registered or certified mail, addressed to Lessor at: 3070 H. Helsan Drive, Richfield, Wisconsin, 53076.

**26. Additional Covenants of Lessee.**

**A.** Lessee will allow Lessor, its representatives and agents, at all reasonable time, to enter and view the premises with the purpose of examining or exhibiting the same.

**B.** Lessee will permit the usual "To Let" signs to be placed upon the building and grounds at any time within **nine (9) months** prior to the expiration of the term of this Lease, or any renewal thereof.

**C.** Lessee shall provide proof of payment of its personal property taxes each year during the term of this Lease. Nonpayment or late payment of personal property tax shall be an incident of default subject to the provisions of **paragraph 27** of this Lease.

**27. Defaults of Lessee.**

**A.** Lessor at their option may terminate this Lease and/or immediately re-enter the premises, change the locks and remove all persons and property without becoming liable to prosecution therefore upon the occurrence of any of the following events:

1. any failure of Lessee to pay any rental or other charges due hereunder within twenty (20) days after the same shall be due;
2. any failure to perform any other term, condition or covenant to be performed by Lessee for more than twenty (20) days or such other period in excess of twenty (20) days which may be reasonably necessary to cure such default after written notice of such default shall have been given to Lessee;
3. abandonment or vacation of the Leased premises before the end of the term of this Lease;
4. Lessee's adjudication as a bankrupt or insolvent;
5. Assignment for the benefit of Lessee's creditors;
6. Appointment of a trustee or receiver for Lessee's property and such receiver or trustee, as the case may be, shall not have been discharged within twenty (20) days after such appointment.

Lessee shall not be released of any liability for rent hereunder by reason of Lessor's repossession of the Leased premises or by Lessor's taking any other legal proceedings available to it. Nor shall a forfeiture of this Lease release Lessee from continuing liability for the payment of rent as herein provided. Lessor may also re-let the premises, or any part thereof, for such term or terms and at such rental and conditions as Lessor may deem advisable

**B.** The rights and remedies of Lessor under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Lessor of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Lessor's right to enforce the payment of subsequent installments of rental or any of Lessor's rights under this Lease by such remedies as may be appropriate.

**C.** No extension of time, forbearance, neglect or waiver on the part of Lessor with respect to any one or more of the covenants, terms or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, or as an estoppel against Lessor, nor shall any extension of time, forbearance or waiver on the part of Lessor in any one or more instances or particulars be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Lease.

**D.** Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses which shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease. If Lessor re-enters and re-lets the Leased Premises, or any part thereof, in addition to rent remaining due under this Lease, Lessee shall be responsible to reimburse Lessor for their expense in re-entering the premises; removing and storing Lessee's property; restoring, repairing and putting the premises in a rentable condition; and in re-letting the premises. Lessee agrees to pay and discharge any deficiency therefor.

**E.** At the option of the Lessor, this Lease shall be terminated upon the conviction of the Lessee of a felony or upon the Lessee being sanctioned, censured, or otherwise disciplined by the Lessee's peer group, professional organization or association.

**28. Surrender.** On the last day of the term demised or on the sooner termination thereof, Lessee shall peaceably and quietly surrender the Leased Premises in good order, condition and repair, fire and other unavoidable casualty, reasonable wear and tear excepted. All alterations, additions, improvements and fixtures (other than trade fixtures, signs and carpeting installed at Lessee's expense, all of which may be removed by Lessee), which may be made or installed by either Lessor or Lessee upon the Leased Premises, and all hard surface bonded or adhesively affixed flooring shall become the property of Lessor and shall remain upon and be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury at the termination of the term of this Lease, whether by the elapse of time or otherwise, all without compensation, or credit to Lessee; provided, however, if prior to said termination, or within fifteen (15) days thereafter, Lessor so directs by written notice to Lessee, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in the Leased Premises by Lessee and which are designated in said notice, and in default thereof, with interest at the rate of 12 percent (12%) per annum from the date of such removal by Lessor. On or before such date, Lessee shall remove all its property from the Leased Premises and property not so removed shall be deemed abandoned by Lessee. If the Leased Premises be not surrendered at the end of the term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so surrendering the

premises, including, without limitation, any claim made by any succeeding tenant founded on such delay. Lessee shall also surrender all keys for the Leased Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations on any locks, safes and vaults, if any, on the Leased Premises.

**29. Quiet Enjoyment.** If and so long as Lessee pays the rent reserved by this Lease and performs and observes all of the covenants and provisions hereof, Lessee shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease.

**30. Holding Over.** In the event Lessee remains in possession of the Leased premises after the expiration of this Lease and 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 month to month tenancy, upon acceptance by Lessor of one month's rent.

**31. Miscellaneous.** The word "Lessee" when used herein shall be taken to mean either the singular or the plural and shall refer to male or female, to corporations or partnerships, as the case may be, or as grammatical construction shall require. The headings of the various articles of this Lease are intended only for convenience and are not intended to limit, define, or construe the scope of any article of this Lease, nor offset the provisions thereof. The covenant to pay rent whether fixed, earned or additional, is hereby declared to be an independent covenant on the part of Lessee to be kept and performed and no offset thereto shall be permitted or allowed except as specifically stated in this Lease. In case of an emergency (the existence of which shall be determined solely by Lessor), if Lessee shall not be present to permit entry, Lessor or its representatives may enter the same forcibly without rendering Lessor or its representatives liable therefor or affecting Lessee's obligations under this Lease. Neither the method of computation of rent nor any other provision of this Lease shall be deemed to create any relationship between the parties hereto other than that of Lessor and Lessee. Lessee affirms and agrees that Lessor and its agents have made no representations or promises with respect to the Leased Premises or the entry into of this Lease except as in this Lease expressly set forth and that no claim or liability shall be asserted by Lessee against Lessor to its agents for breach of any representations or promises not expressly stated herein.

**32. Successors and Assigns.** The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest and assigns of the parties hereto.

**33. No Smoking in such Leased Premises.**

**34. Guaranty.** This Lease shall be personally guaranteed by Ryan Roethle and Kody Aulenbacher. The Owners of Lessee.

**35. Village of Richfield.** Lessee shall work with all necessary parties at the Village of Richfield to receive necessary Permits and approvals, prior to Delivery Date, July 1, 2025.

**36. Maintenance to premises, to prepare for Lessee.** Lessor agrees to complete the following, as soon as possible after Delivery Date, July 1, 2025, and done no later than August 15, 2025:

**A. HVAC, Electrical & Plumbing systems:** Service and complete any necessary repairs.

**B. Overhead Doors & Dock Leveler:** Service and complete any necessary repairs.

**C. Keys:** New keys will be provided.

**37. Remodeling Allowance:** Lessor to provide Lessee with an allowance of Eight Thousand Dollars (\$8,000) toward remodeling costs. Lessor will pay the contractors directly, paying invoices, in less than 20 days upon receipt of invoice.



IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the day, month, and year first above written.

Helsan Development Co. LLC

AKA Custom Lids LLC

\_\_\_\_\_  
Jennifer Miller, Vice President

\_\_\_\_\_  
Ryan Roethle, Owner

\_\_\_\_\_  
Kody Aulenbacher, Owner

**GUARANTY**

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the foregoing and attached Lease demising Leased Premises, 3046 A, Helsan Drive, Richfield, Washington County, Wisconsin, said Lease dated April 30, 2025 and any amendments needed to complete the leasing arrangements, ("Lease"), by and between Helsan Development Co. LLC, the Lessor therein named ("Lessor") to **AKA Custom Lids LLC**, therein named ("Lessee"), the undersigned **Ryan Roethle** and **Kody Aulenbacher** ("Guarantor") hereby guarantees to Lessor, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the fixed Base Rent, fees and any and all other sums and charges payable by the Lessee under said original Lease, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Lessee, its successors and assigns' and the Guarantor hereby covenants and agrees to and with the Lessor, its successors and assigns', that if default shall at any time be made by Lessee, its successors and assigns in the payment of any such fixed minimum rent, percentage rent and any and all other sums and charges payable by Lessee, its successors or assigns, under said Lease, or if Lessee should default in performance and observance of any of the covenants, terms, conditions and agreements contained in said Lease, the Guarantor will forthwith pay such rent and other such sums and charges to Lessor, its successors and assigns, any arrears thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to Lessor all damages that may arise in consequence of any default by Lessee, its successors and assigns, under said Lease, including without limitation, all reasonable attorney fees, disbursements incurred by Lessee or caused by any such default and/or by the enforcement of this Guaranty. This Guaranty is an absolute and unconditional Guaranty of payment and of performance.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature: Ryan Roethle

\_\_\_\_\_  
Signature: Kody Aulenbacher

\_\_\_\_\_  
Individual / Personal Address

\_\_\_\_\_  
Individual / Personal Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
City, State Zip

\*\*\*\*\*  
**IMPORTANT DATES:**

|  |                   |
|--|-------------------|
| Security Deposit Due:                          | May 1, 2025       |
| Delivery Date:                                 | July 1, 2025      |
| Additional Rent & Utilities Commencement Date: | July 1, 2025      |
| Base Rent Commencement Date:                   | September 1, 2025 |
| Lease Term Expiration Date:                    | August 31, 2030   |