

## AMENDED LEASE AGREEMENT

This AMENDED LEASE AGREEMENT, executed as of the 18 day of Feb, 2018, by and between 2000 LINCOLN CENTER, LLC, and RACINE COUNTY, a Wisconsin quasi-municipal corporation, shall be effective as of the 1<sup>st</sup> day of January, 2018.

### WITNESSETH:

WHEREAS, 2000 Lincoln Center, LLC (hereinafter referred to as "Landlord") owns certain property (hereinafter referred to as the "Property") located at 2000 Domanik Drive, in the City of Racine, County of Racine, State of Wisconsin, including a certain building and other improvements thereon (the "Building");

WHEREAS, the parties entered into a Lease Agreement for the period June 1, 2017, through May 31, 2018;

WHEREAS, an amendment to the Lease Agreement is necessary to reflect additional portions of the Building that will be leased to Racine County (hereinafter referred to as "Tenant"), all on the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to replace the Lease Agreement with the Amended Lease Agreement as follows:

### ARTICLE 1 LEASED PREMISES

Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, on and subject to the terms, covenants, and conditions herein contained the following premises (hereinafter, collectively, referred to as the "Leased Premises") that portion of the Building which includes: exclusive use of the entire Second Floor; exclusive use of Rooms 322, 324 (Lunch/Kitchen) 326, 328, 401, 403, 405, 409, 414, 407, 411, 413, 416, 418, 420, 422, 424, 426, and the restroom on the Third Floor of the East Side of the Building, east entrance, elevator and stairwell; and together with a non-exclusive right to use, subject to reasonable rules and regulations of Landlord, the west elevator, walkways, and roadways located on or serving the Property providing access to the Building, as well as the exclusive right to use the East Parking Lot and non-exclusive right to use the West Parking Lot. Tenant shall be responsible for snow removal within the East Parking Lot.

### ARTICLE 2 TERM; OPTION TO TERMINATE

(a) Term. The term of this lease shall be for a period of one (1) year, commencing on, January 1, 2018, and ending at midnight on, December 31, 2018, unless terminated or extended as may be hereinafter provided.

(b) Automatic Extensions. The Lease shall be automatically extended for periods of one month at a time unless either party hereto provides the other party with written notice of said party's intent not to so extend the Lease at least thirty (30) days prior to the expiration of any such extension. If such notice is not so given, then this Lease shall be deemed extended for the applicable extension term.

ARTICLE 3  
RENT

During the term of this Lease, Tenant shall pay the following:

(a) Annual Rent. Annual rent for the Term and for any subsequent extensions, subject to subsection (c), of the Lease shall be \$150,000.00. Of that amount, \$72,000.00 (*i.e.*, \$6,000.00/month) is for Tenant's use of the second floor for the SAIL Program.

(b) Payment of Rent. Tenant shall pay to Landlord the annual rent payable in advance in equal monthly installments of one-twelfth (1/12<sup>th</sup>) of the total yearly rent, which shall be \$12,500.00, on or before the first day of each calendar month hereunder.

ARTICLE 4  
USE OF PREMISES

The Leased Premises shall be used for office space and the SAIL Program, all in connection with the Tenant's business of assisting Mental Health Patients and for no other purpose without Landlord's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE 5  
EXPENSES

Tenant agrees to pay all expenses relating to its use and occupancy of the Leased Premises, except for those expenses which are expressly Landlord's responsibility under this Lease.

ARTICLE 6  
UTILITIES

Tenant shall pay charges for telephone, internet, and other utilities – including weekly recycling (\$100/month) – serving the Leased Premises, other than water, electricity, reasonable heat, and ordinary garbage pickup, the payment of which shall be Landlord's responsibility. Tenant shall be responsible for supplying, and paying costs associated with, an additional dumpster to accommodate and dispose of daily garbage produced from operation of the SAIL Program.

ARTICLE 7  
REPAIRS, MAINTENANCE, and ALTERATIONS

(a) Repairs and Maintenance. Tenant covenants and agrees that Tenant shall keep the Leased Premises in a good, clean, safe, secure, and sanitary condition, normal wear and tear excepted, and to that end shall perform all ordinary and necessary housekeeping, repairs, and maintenance to the interior of the Leased Premises, including, without limitation, replacements to the light bulbs and light fixtures located within the Leased Premises. Tenant's obligation to ensure that the Leased Premises are kept clean and that all refuse is properly disposed of may be met by using Tenant's own employees or by hiring a janitorial service or other third party to perform Tenant's obligations hereunder. Tenant may request that Landlord perform Tenant's janitorial services hereunder and, at Landlord's option, Landlord may perform such services for

Tenant at Tenant's expense upon Tenant's written acceptance of the monthly or weekly rate reasonably quoted by Landlord to Tenant for such services. Landlord covenants and agrees that Landlord shall keep the interior common areas serving the Leased Premises in a good, clean, safe, secure, and sanitary condition, normal wear and tear excepted, and to that end shall perform all ordinary and necessary housekeeping, repairs, and maintenance to the interior common areas serving the Leased Premises, including without limitation, repairs and maintenance to the electrical fixtures and repairs and/or replacements to the furnace filters, light bulbs, and light fixtures located within the interior common areas serving the Leased Premises. Landlord shall also be responsible for repairs and replacements to the roof, exterior walls (including windows and doors) and foundation of the Building and to the heating, plumbing, and electrical systems of the Building, as may be necessary to keep the Leased Premises in as good a condition as when Tenant takes possession, normal wear and tear excepted; provided, however, that if any such repairs or replacements are necessitated by Tenant's acts or negligence or by acts of negligence of Tenant's clients as more particularly set forth herein, then Tenant shall be responsible for any such repair or replacement.

(b) Alterations. Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the prior consent of Landlord, which consent shall not be unreasonably withheld. Any and all alterations, additions, and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction of the Leased Premises. All such alterations, additions, and improvements shall be considered part of the Leased Premises and shall be surrendered to Landlord upon termination of the Lease, except as agreed to in writing by the parties.

(c) Upkeep of Grounds. Landlord shall be responsible for necessary maintenance and upkeep of the grounds and paved and unpaved common areas located on or serving the Leased Premises as well as parking areas located on or serving the Leased Premises.

#### ARTICLE 9 INDEMNITY; WAIVER

Tenant shall and hereby does indemnify and save Landlord harmless from all losses, claims, demands, actions, damages, fines, settlements, expenses and costs relating to injury to any person or property resulting from the negligent or intentional act or omission of Tenant, its employees, students, invitees, contractors or agents or relating from or arising out of the failure of Tenant to perform or observe any of the terms, covenants, and conditions of this Lease to be performed or observed by it. Landlord shall and hereby does indemnify and save Tenant harmless from all losses, claims, demands, actions, resulting from the negligent or intentional act or omission of Landlord, its employees, students, invitees, contractors or agents or relating from or arising out of the failure of Landlord to perform or observe any of the terms, covenants, and conditions of this Lease to be performed or observed by it.

#### ARTICLE 10 FIXTURES AND EQUIPMENT

Tenant shall not remove from the Leased Premises any alterations, fixtures, or building equipment, or replacements thereto, including, but not limited to infrastructure wiring. Tenant will have the right to remove at the end of the term any equipment, personal property, and trade fixtures placed on the Leased Premises by Tenant provided that Tenant promptly restore any damage caused during such removal.

ARTICLE 11  
ENTRY BY LANDLORD

Upon prior notice to Tenant, except in the event of an emergency, Landlord may enter and view the Leased Premises for the purpose of examining the same, making repairs, improvements, and/or alterations and showing the Leased Premises to potential purchasers, mortgagors and/or subsequent tenants.

ARTICLE 12  
COMPLIANCE WITH LAWS

Tenant agrees to comply with all federal, state, and local laws and regulations governing the conduct of its business and the possession, occupancy and use of the Leased Premises.

ARTICLE 13  
QUIET USE AND ENJOYMENT

Landlord hereby agrees that so long as Tenant is not in default under any of the terms of this Lease, then the Landlord shall not disturb Tenant in its use and possession of the Leased Premises pursuant to and in accordance with the terms of this Lease. Landlord represents that it has the authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

ARTICLE 14  
COVENANT BINDING ASSIGNS

Each and every provision of this Lease shall bind the parties hereto and their successors and assigns.

ARTICLE 15  
SUBLEASING, ASSIGNMENT, DIVIDENDS and DEBT

Tenant shall not sublease, sell, assign, mortgage or transfer any of its interest in the Lease or the Leased Premises or allow any of the foregoing to occur, whether by operation of law or otherwise, without the prior written consent of Landlord. In the event of any sublease, sale, assignment, mortgage or transfer of Tenant's interest, Tenant shall not thereby be released of primary liability hereunder. No transfer of the ownership or control of the Tenant shall occur without the prior written consent of Landlord.

ARTICLE 25  
MISCELLANEOUS

(a) Holding Over. If Tenant, with the consent or acquiescence of Landlord, remains in possession of the Leased Premises after the termination of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month subject to all the applicable terms, conditions, and covenants of this Lease.

(b) Provisions Severable. If any provision of this Lease shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be

deemed deleted from this Lease without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

(c) Interpretation. Neither this Lease nor any of the terms, covenants, or conditions hereof may be modified or amended, except by an agreement in writing, duly executed and delivered by the party against whom enforcement of such modification or amendment is sought. The headings of the articles and paragraphs of this Lease are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants, or conditions hereof. This lease and each and all of the terms, covenants, and conditions hereof shall be interpreted in accordance with and governed in all respects by the laws of the State of Wisconsin.

(d) Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the Leased Premises which incorporates all prior written or oral understandings relating thereto.

Signed by the parties as of the date and year first written above.

LANDLORD:

2000 LINCOLN CENTER, LLC

By: Dawn Jerch

Date: 2/18/18

Its: owner

TENANT:

RACINE COUNTY

By: Jonathan Delagrave

Date: 03-12-18

Its: JONATHAN DELAGRAVE  
RACINE COUNTY EXECUTIVE

REVIEWED BY FINANCE DIRECTOR

Alexander Tillmann 3-6-18  
Sign Date

Date 3-8-18  
Certified to be correct as to form

By: [Signature]  
Racine County Corporation Counsel

Wendy M. Christensen  
Wendy M. Christensen  
Racine County Clerk 3/8/18

