

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "Lease") made effective as of February 29, 2020, by and between Bridging the Gap Learning Center, Inc., a Wisconsin not-for-profit corporation, "Tenant", and the Redevelopment Authority of the City of Milwaukee, a Wisconsin corporation, "Authority".

WITNESSETH:

Whereas, The Authority is the owner of vacant real property at 1600-1624 West State Street, Milwaukee, Wisconsin, Tax Key No. 363-2505-100-5, and more particularly described in Exhibit A ("Property"); and

Whereas, The Tenant is interested in leasing from the Authority such Property in order to operate an outdoor golf teaching facility thereon in cooperation with the national The First Tee program, an affiliation of the PGA, USGA and LPGA; and

Now, Therefore, In consideration of the above clauses, the parties agree to enter into a lease for the Property under the following terms and conditions:

1. Demise and Term. The Authority hereby leases, demises and lets unto Tenant the Property. The term shall be for twenty (20) years commencing March 1, 2020 and terminating February 29, 2030. Provided however, Tenant must provide evidence of firm financing for Tenant's planned expansion of its programming and operation on the Property on or before November 30, 2020. If, in the Authority's sole discretion, Tenant has failed to comply with this requirement, this Lease shall terminate as of January 1, 2021.

2. Extension. This Lease may be extended for two additional five (5) year terms upon mutual written agreement between the Authority and Tenant provided that, a) the Authority determines that The First Tee program is active at this location, and b) the Tenant is not in default of any provision under this Lease. Such extension will be on the same terms and conditions as the initial term.

3. Rent. Rent is \$ 1.00 per year, provided that the national The First Tee program is operated as a not-for-profit venture. In the event the national The First Tee program changes from not-for-profit operation to a for-profit operation, the rent shall be renegotiated by the parties within six (6) months from such change in status. In the event that no agreement is reached on rent in such six month period, this Lease shall terminate immediately.

Rent shall be payable in advance on or before the first day of each year during the term, addressed to Redevelopment Authority of the City of Milwaukee, 809 N. Broadway, P.O. Box 324, Milwaukee, WI 53201, ATTN: Property Manager.

4. Use of the Property. Tenant shall continue to use the Property to conduct golf instruction and practice as part of the national The First Tee program. The redevelopment plans for the site would include expanding the indoor facility with a conference center, meeting space, and a small kitchen that would all be open to the public. Any change in use of the Property must receive prior written approval by the Authority.

5. Occupancy Subject to Existing Easements/Restrictions and Future Conveyance of Easements. Tenant's occupancy of the Property is subject to any recorded easements and restrictions of record.

6. Termination and vacation.

a) Termination and vacation date. Tenant shall vacate the Property on or before the expiration of this Lease. The Property shall be returned to Authority by Tenant in substantially the same condition in which it was received. In the event that Tenant fails to vacate the Property in a timely fashion, Authority shall have the option to cause the Property to be vacated, and to assess the actual costs of such vacation against the Tenant.

b) Property to be vacated clear of all materials and equipment. Tenant shall vacate the Property free and clear of all materials and equipment. In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by Authority, after thirty (30) days' written notice to Tenant, Authority may have such clearance and clean-up conducted as in its reasonable judgment is necessary to bring the Property to the prescribed state of clearance and to assess the costs of such action against Tenant. Improvements, i.e., buildings, may, with the Authority's consent, be moved or otherwise become the Authority's property at its election under 15. below.

7. Termination by Authority or Tenant Without Cause. Authority may, in its sole discretion and without cause, terminate this Lease by providing Tenant with 6 months prior written notice thereof. Tenant may terminate this Lease by providing the Authority with 60 days prior written notice thereof.

8. Default. The occurrence of one or more of the following events shall be considered events of default under the terms of this Lease:

a) Tenant shall be adjudged a bankrupt, or a decree or order shall be entered approving as properly filed a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws, as now or hereafter amended, or under the laws of this State, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

b) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant

under any federal or state bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

c) Tenant shall make an assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

d) Tenant shall fail to pay rent when due, and the failure is not cured within ten (10) days after written notice of such failure has been given to Tenant by Authority, provided, however, that no such notice is required more than twice in any lease year; or

e) Tenant shall fail to perform any other terms or conditions of this Lease which are the responsibility of Tenant, and if such failure is not cured within thirty (30) days after written notice by Authority (or such longer period as is reasonably necessary to cure such default). If the failure is caused by events beyond Tenant's reasonable control, Tenant shall so inform Authority and shall use due diligence to cure the default as soon as feasible and shall not be considered in default.

f) Tenant vacates or abandons the Property in excess of thirty (30) days without previously notifying the Authority in writing; except that a temporary closing for remodeling or repairs, or for a business holiday shall not be deemed vacation or abandonment.

g) Tenant shall make any changes in use, or additional use of, the Property; or

h) Tenant shall make any assignment, transfer, conveyance or other disposition of its interest in the Property, including subletting, without the express written consent of Authority.

9. Authority Remedies for Tenant Default. In the event of any default in any of the foregoing, and with written notice sent by Authority to Tenant and at least thirty (30) days prior to taking action, with the exception of 8. d) above, during which time Tenant may cure the default, Authority may take the following actions:

a) Authority may elect to terminate this Lease and re-enter the Property (as permitted by law), remove all persons and personal property therefrom, and store such personal property in a public warehouse at the sole cost of Tenant, without becoming liable for any loss or damage, except for loss of damage resulting from willful or negligent acts of Authority, its employees or agents.

b) The Authority may elect to re-enter the Property, from time to time without terminating this Lease, and make alterations for the purpose of re-letting the Property upon terms or conditions the Authority deems advisable. Upon such re-letting, this Lease shall terminate and Authority and Tenant shall be released from any rights and liabilities hereunder.

c) In the event that Tenant has failed to perform any of the terms and conditions of the Lease other than paying rent, the Authority may perform the covenant, term or condition of Tenant which is in default after the expiration of any notice and grace periods permitted herein. Authority's performance of such covenant shall not subject Authority to liability for any loss,

inconvenience or damage to Tenant except for loss or damage arising from willful or negligent acts of Authority, its employees or agents. Authority's performance of any such covenant shall not be construed as a waiver of Tenant's default or of any other right of Authority in respect to such default, or as a waiver of any covenant, term or condition of this Lease. Authority shall be entitled to reimbursement from Tenant as additional rent, including reimbursement for reasonable attorney's fees, for any reasonable sums expended under the provisions of this section. In addition to any other rights or remedies available to Authority, the Authority shall have the same rights and remedies in the event of non-payment of the sums due under this section as in the case of default by Tenant in the payment of rent.

10. Maintenance and Orderliness of Property. Routine maintenance of Property, including landscaping, snow and ice removal, fencing, parking and pedestrian areas, and litter-free appearance of Property shall be the responsibility of Tenant. Authority retains the right to have any of its officers, agents or employees inspect the Property at all reasonable times and Tenant shall be required to grant full access to the property at such times.

11. Utilities. Tenant shall be solely responsible for the installation and purchase of all utility services required by Tenant during the term of this Lease.

12. Indemnification. Tenant hereby agrees to indemnify and save harmless Authority and the City of Milwaukee (hereinafter collectively referred to as "City") from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except when such liability claim, demand, judgment or loss arises from a negligent act of Authority or the City, their agents, contractors or employees.

13. Insurance. Tenant will furnish a Certificate of Insurance showing insurance written by a company licensed in the State of Wisconsin approved by the City and covering any and all liability or obligations which may result from the operations by Tenant's employees, agents, contractors or subcontractors as aforesaid in this Lease; such Certificate of Insurance will name both Authority and the City of Milwaukee as additional insureds. The Certificate shall provide that the company will furnish Authority with a thirty (30) day written notice of cancellation, nonrenewal or material change. Said insurance shall be written in comprehensive form and shall protect Tenant and Authority against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of Tenant's employees, agents, contractors or subcontractors as follows:

(1) Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

Bodily Injury by Disease	\$100,000 each employee
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(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit occurrence	\$1,000,000 each
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense person	\$ 5,000 each

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Medical Expense	\$ 10,000 each person

(4) Umbrella (Excess) Liability

Umbrella (excess) Liability	\$5,000,000 per occurrence
	\$5,000,000 aggregate

The limits and adequacy of said insurance shall be determined by Authority and the form and proof of insurance shall also be approved by the Authority. Failure of Tenant to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation under this lease. The Authority shall have the right to review policies providing the required coverage.

The attorney in fact or agent of any insurance company furnishing any policy or insurance shall sign and furnish an affidavit setting forth that no Authority or City official or employee has any interest, direct or indirect, or is receiving any premium, commission, fee or other thing of value on account of furnishing said policy of insurance.

14. Taxes. Tenant shall pay and discharge when due all taxes, if any, assessments, levies and other charges, general and special, that are or may be during the term hereof levied, assessed, imposed or charged on the Property or the improvements thereon or hereafter placed thereon.

15. Status of Improvements. Tenant shall make no substantial improvements upon the Property without the prior written consent of the Authority. Tenant shall provide the Authority with plans and specifications when seeking the Authority's consent for intended improvements

Upon termination of this Lease, Tenant shall, upon notice from the Authority, be required and obligated to remove from the Property at any time within thirty (30) days after the termination of this Lease, or any renewal or extension thereof, however effected, all buildings, or other improvements and any and all appurtenances thereto brought or placed upon said Property by Tenant. In the event such removals are not completed within said thirty (30) days, the Authority shall have the right to collect damages from Tenant; provided, however, that the Authority may in lieu of removal require Tenant to convey title to such improvements to the Authority, free and clear of all liens and encumbrances. Any such election shall be made in writing and communicated to Tenant. No such option with respect to election of either to remove or not to remove shall rest with Tenant and Tenant shall have the obligation and responsibility to perform that which the Authority shall direct.

16. Conveyance to City/Eminent Domain/Distribution of Awards. In the event the Property or any part thereof is taken as a result of any eminent domain proceeding, or is voluntarily transferred in lieu of, or under threat of condemnation to any authority with the power of eminent domain, the interest of Authority and Tenant in the award, including attorney's fees and interest, shall be as provided by law. Provided, that Tenant shall not have, nor maintain, any claim for an interest in real estate, severance damages, or any other claim under Chapter 32 Wisconsin Stats.

a) Total Taking. In the event of a total taking of the Property, this Lease shall cease on the date title of the Property vests in the condemning authority and Tenant's obligation to pay rent shall terminate on that date. Upon such termination, Authority and Tenant shall be relieved of any further rights and obligations under this Lease and Tenant shall remove all its personal property as provided under 15. above.

b) Partial Taking. In the event of a partial taking which leaves the Property in such shape or size that the remaining portion can, in Tenant's opinion, continue to be used for operating Tenant's business, the Lease concerning the condemned portion shall terminate on the date title to that portion vests in the condemning authority. Tenant shall remove its personal property and vacate the condemned portion as provided under 15. above. The Lease for the portion not taken shall remain in effect, but the rent shall abate for the remainder of the term of the Lease, in proportion to the amount of square footage which has been taken by condemnation, for that portion taken. Beginning with that date, the rent required to be paid by Tenant shall be reduced on a basis pro-rata to the reduction in value of the Property so taken.

In the event of a partial taking which leaves the Property in such shape or size that the remaining portion cannot, in Tenant's opinion, continue to be used for operating Tenant's business, this Lease shall terminate as of the date of the taking.

17. Estoppel Certificates. At any time within fifteen (15) days after written request by either party, the other party shall execute and deliver to the requesting party, a statement certifying that this Lease is unmodified and in force or, if there have been modifications, that it is in force as modified in the manner specified, and that there are not existing defaults, or if there are existing defaults, a description thereof. The statement shall also state the date to which the rent has been paid in advance. The statement shall be such that it can be relied on by any

auditor, creditor, banker of either party or by any prospective purchaser or encumbrance of the Property, or of either Tenant's or Authority's interest herein.

At the option of the Authority, failure to deliver the certificate within fifteen (15) days after written notice shall constitute a default under this Lease and the Authority thereafter may immediately pursue its rights under 8. above.

18. Hazardous Activities. Tenant agrees it will not do or suffer to be done, anything in, upon, under or about the Property which will adversely affect any of the Authority's policies insuring the Property, or which would prevent procuring such policies.

19. Environmental Condition of Property. Tenant is leasing the Property in "as is" condition and the Authority makes no representations as to its environmental condition. Tenant shall hold the Authority harmless from any claims it may have for the existing environmental condition of the Property. Should Tenant wish to perform any environmental testing on the Property, Tenant must get the Authority's prior written approval. Tenant agrees that it will not cause or suffer to come onto, under, or migrate from the Property any hazardous substance(s) as defined in any law, order, rule or regulation currently existing or as may hereinafter be enacted, amended or promulgated, of any federal, state, municipal county or governmental or quasi-governmental authority, department or agency. Tenant further agrees to dispose of any such hazardous substance(s) in compliance with all such governmental laws, order, rules or regulations. Tenant shall promptly give notice to Authority of any forms, submissions, notices, reports or other communication relating to any hazardous substance(s) in, under or about the Property. Tenant shall indemnify and hold Authority harmless from any and all demands, claims, causes of action, costs and reasonable attorney fees as a result of Tenant's violation of any such law, order, rule or regulation or any adverse effect which occurs as a result of a violation by Tenant or Tenant's agents, employees, guests, invitees, or contractors. This indemnification shall survive the expiration or termination of this Lease.

20. Compliance with Laws and Orders. Tenant agrees to observe fully and to comply with any lawful rule, regulation or directive which shall emanate from any state, federal or local departments or agencies having jurisdiction.

21. Time of the Essence. It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Lease.

22. Waiver. One or more waiver by the Authority of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by the Authority with respect to any act by Tenant requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by Tenant.

23. Sole Agreement and Amendment. This Lease and the attached exhibit to which reference is made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective successors and assigns, and

may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease.

24. Notice. Any notice provided herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by received personal delivery to the parties as follows:

To the Authority:

RACM
809 North Broadway
Milwaukee, WI 53202
Attention: Executive Director - Secretary

With a copy to:

City Attorney's Office
Room 800, City Hall
200 East Wells Street
Milwaukee, WI 53202

To the Tenant:

Bridging the Gap
1017 N. 17th Street
Milwaukee, WI 53233

25. Governing Law. This Lease shall be governed by the laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

26. Nondiscrimination. Tenant hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

27. Authority's Authority. Any matters not herein expressly provided for shall be handled and disposed of in the discretion of the Authority. Any discretion herein granted to the Authority may be exercised through the Executive Director-Secretary and/or his/her designee(s).

28. Assignment, Subletting and Mortgages. Tenant shall not assign this Lease, nor sublet the Property or any part thereof, nor grant a mortgage on the Tenant's leasehold interest, nor in any way convey or transfer the Property without the prior written consent of the Authority. Consent by the Authority to one or more assignment, sublease or mortgage shall not operate to exhaust Authority's rights under this section. Tenant shall in no way be released from any of its obligations under this Lease in the event, with or without the previous consent of the Authority, the Tenant assigns or in any manner transfers this Lease or any estate or interest therein.

In the event that the Tenant requests Authority's consent to any assignment, subletting or other transfer of Tenant's interest in this Lease, then Tenant shall reimburse Authority, as additional rent, for any costs and expenses, including attorney fees and expenses, incurred by Authority in connection with any such proposed assignment, subletting or other transfer in question.

29. Counterparts. This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

30. Approval. IT IS FURTHER AGREED AND UNDERSTOOD that this Lease must be submitted to the City for its approval and such approval is a condition precedent to the Lease taking effect.

A memorandum of this Lease may be recorded in the Register of Deeds Office provided that both parties agree to the content thereof.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Lease Agreement under seal as of the day and year first above written.

REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE

By:

Chair

Executive Director-Secretary

TENANT: BRIDGING THE GAP
By:

Approved as to content form and execution
this ____ day of 2020.

Assistant City Attorney

1089-2020-358:267500

EXHIBIT A
Legal Description of Property

**Well's Addition in Southeast 1/4 Section 19 & Northeast 1/4 Section 30-7-22 Block 16 Lots
17 thru 24 & East 5 feet Lot 25 BID #10**