

# GRANVILLE-HAVENWOODS ADVISORY COUNCIL BUSINESS QUESTIONNAIRE

Date

The Granville-Havenwoods Advisory Council reviews plans and proposals for redevelopment projects in the **Granville-Havenwoods Development Area** for consistency with the goals, needs, and desires of the Granville-Havenwoods community and its residents, businesses, property owners and other stakeholders. The Granville-Havenwoods Development Area is bounded by W. County Line Road, Good Hope Road, N. 43rd Street, and N. 107th Street. Additionally, the council would like to be informed of new businesses or developments coming into the Granville-Havenwoods Development Area or altering operations within the area. The council would like to review those businesses/developments and possibly offer recommendations or provide input on them. Any recommendations made by this council are advisory only to other required processes.

Please be prepared to present on your business or proposed business for roughly 5 minutes. If you are not confident in your command of English, please bring a translator with you. Applicants must meet with the local Council member prior to appearing at this meeting and may be moved to the next meeting date, if the meeting runs long

<b>Individual Name:</b> <small>INCLUDE ALIASES AND PRIOR NAMES</small> Jalisa Rodgers
<b>Email:</b> JalisaRodgers@gmail.com
<b>1. What is the legal name and D/B/A name of your business?</b> <p style="text-align: center;">The Xquisite Weft Collection LLC DBA: The Xquisite Xperience</p>
<b>2. What is the address of your business or proposed business?</b> <p>7937 N 76th st Milwaukee WI 53223</p>
<b>3a. Are you a new or existing business?</b> <p style="text-align: center;">New</p>
<b>3b. How many years have you been in business?</b> <p style="text-align: center;">0 Years (newly established)</p>
<b>4. Describe the product(s) or service(s) you offer.</b> <p style="text-align: center;">Include specific activities to be held at the proposed location. Include all licensing needed/applied for.</p> <p><small>The Xquisite Xperience is a professional beauty salon offering semi-private booth suites for beauty professionals, including hairstylists, makeup artists, and locticians. Services include hair styling, braiding, natural hair care, makeup, and related beauty services.</small></p> <p><small>It operates as a clean, structured shared space where professionals independently serve clients in a semi-private setting, complying with applicable licensing requirements for their services.</small></p>
<b>5. What problem does your business solve?</b> <p style="text-align: center;">This business provides a clean, reliable, and professional environment for beauty professionals who need a structured space to operate, while also offering clients a consistent and comfortable salon experience.</p>
<b>6a. How will you involve the community?</b> <p style="text-align: center;">I plan to engage with the community through events, promotions, and collaborations with local professionals.</p>
<b>6b. How will you give back to the community?</b> <p style="text-align: center;">I plan to support local beauty professionals by providing opportunities for them to grow their businesses and create a stable work environment.</p>

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<p><b>7. What are the business hours of operation?</b></p> <p>Typical hours are 9:00 AM – 7:00 PM, with some flexibility depending on the professionals operating within the space.</p>
<p><b>8. Who is your target audience?</b></p> <p>Men and women in the Milwaukee area seeking professional beauty services, as well as licensed beauty professionals looking for a professional workspace.</p>
<p><b>9a. Why do you want your business to be located within the 9th district?</b></p> <p>I chose this location because I live nearby and am very familiar with the area. It allows me to stay actively involved in my business while bringing a clean, professional salon space to the community.</p>
<p><b>9b. How will your business improve the 9th district?</b></p> <p>My business will contribute a well-maintained, professional environment that supports local entrepreneurs and enhances the overall business presence in the area.</p>
<p><b>10. Who will maintain the exterior premise of your establishment?</b></p> <p>I will be responsible for maintaining the exterior and ensuring the property remains clean and presentable.</p>
<p><b>11. Are you leasing or buying the building where your business will be located?</b></p> <p>Leasing</p>
<p><b>12. Describe your security design.</b></p> <p>The salon is equipped with interior and exterior surveillance cameras for 24/7 monitoring. Entry points are secured, and the space is monitored regularly to ensure safety.</p>
<p><b>13. Does your proposal involve any City approvals? If so, what are those approval processes?</b></p> <p>Yes—occupancy permit and any required state or local licensing.</p>
<p><b>14. What is the project timeline or schedule for your development or business, including any City approvals that are required?</b></p> <p>The business is established and preparing for full operation, with a grand opening date set for May 2nd.</p>
<p><b>15a. Do you have a written business plan?</b></p> <p>Yes.</p>
<p><b>15b. Does your plan include a marketing plan?</b></p> <p>Yes</p>
<p><b>15c. Are you doing financing? If yes, with whom?</b></p> <p>Self Funded</p>
<p><b>15d. What is your plan on hiring and how many full/part-time employees?</b></p> <p>The salon operates with independent booth renters; no direct employees at this time.</p>

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<p><b>15e. Are you going to hire within the community and how do you plan to recruit/train these individuals?</b></p> <p>Yes, I plan to recruit local licensed professionals.</p>
<p><b>15f. What insurance coverage do you have?</b></p> <p>General liability insurance</p>
<p><b>16. If needed, have you contacted the Department of Public Works?</b></p> <p>No</p>
<p><b>17. Do you have a contractor for plumbing, HVAC, and architect? If yes, who are they?</b></p> <p>Yes—licensed contractors were used as needed for build-out and maintenance.</p>
<p><b>18. Have you obtained your seller's permit?</b></p> <p>In Process</p>
<p><b>19. Have you registered with the Department of Financial Institutions?</b></p> <p>Yes</p>
<p><b>20. Do you have an accountant and a lawyer? If yes, who are they?</b></p> <p>Not currently retained</p>
<p><b>21. Do you currently have any unpaid financial judgments against you personally or any businesses you are involved with and/or in? If the questionnaire is not answered in full you will not be recommended to proceed in the process.</b></p> <p>No</p>

Please provide interest in the land. The following documents are acceptable forms of proof of interest in the land:

- Land Contract, Quit Claim Deed or Warranty Deed, if you own the property
- Offer to Purchase, if you are expecting to purchase the property
- Lease, if you rent the property
- Option, if you have an option on the property

All documents must be signed by all parties. Tax bills, title policies, mortgage papers or rent receipts are not acceptable forms of interest

# GRANVILLE-HAVENWOODS ADVISORY COUNCIL INDIVIDUAL QUESTIONNAIRE

Date

All individuals involved in the business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your application or renewal is not complete until all required Individual Questionnaires are submitted.

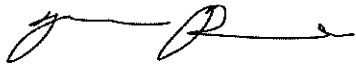
<b>Part A: Business Information</b>				
1. Legal Business Name (individual name if sole proprietor) The Xquisite Weft Collection LLC				
2. Business Trade Name or DBA The Xquisite Xperience				
3. Entity Type (check one)				
<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> Partnership		<input checked="" type="checkbox"/> Limited Liability Company
			<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Organization

<b>Part B: Individual Information</b>				
1. Last Name Rodgers		2. First Name Jalisa		3. M.I. M
4. Relationship to Business (Title) Owner		5. Email JalisaRodgers@gmail.com		6. Phone 414-745-3017
7. Home Address 10536 W Fountain Ave Apt 909				
8. City Milwaukee		9. State WI	10. Zip Code 53224	11. Date of Birth 01/26/1997
12. Driver License/State ID Number R3264339752602			13. Driver License/State ID State of Issuance WI	

<b>Part C: Address History</b>					
1. Do you currently reside in Wisconsin? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? .....				Years 29	Months
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1 6716 N Sidney Pl		City Milwaukee		State WI	Zip Code 53209
Previous Address 2		City		State	Zip Code
Previous Address 3		City		State	Zip Code
Previous Address 4		City		State	Zip Code
Previous Address 5		City		State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County	State	County
State	County	State	County	State	County

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<b>Part D: Criminal History</b>		
1. Have you ever been convicted of any offenses (excluding traffic offenses) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

<b>Part E: Attestation</b>	
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully.	
Signature 	Date 04/29/2025

RETAIL  
LEASE AGREEMENT  
FOR  
**BRADLEY SQUARE**  
**MILWAUKEE, WISCONSIN**

BY AND BETWEEN

**BRADLEY SQUARE PARTNERS, LLC**

AND

**JALISA RODGERS**

## RETAIL LEASE

This Lease between **Bradley Square Partners, LLC**, a Wisconsin limited liability company ("Landlord"), and **Jalisa Rodgers d/b/a "The Xquisite Experience"**, ("Tenant"), is dated October 27, 2025.

### 1. LEASE OF PREMISES

In consideration of the Rent (as defined in Section 5.01) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown with diagonal lines on the plan attached hereto as Exhibit A, and further described in Section 2.01. The Premises are located within the Shopping Center commonly known as Bradley Square described in Section 2.12. Tenant shall have the nonexclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees to use the Common Areas (as defined in Section 2.09).

### 2. DEFINITIONS

As used in this Lease, the following terms shall have the following meanings:

2.01 Premises: That portion of the Shopping Center containing approximately 1,400 square feet of Leasable Area, shown on Exhibit "A", located in and known as 7937 North 76<sup>th</sup> Street, Milwaukee, WI 53223.

2.02 Commencement Date : November 1, 2025.

2.03 Expiration Date: October 31, 2028

2.04 Term: 36 Months.

2.05 Security Deposit (Section 8): \$1,770.50

2.06 Rent Schedule: Base Rent shall commence November 1, 2025 according to the schedule below in 2.07. Operating Costs shall commence on November 1, 2025.

2.07 Base Rent Schedule:

Period	Monthly Base Rent	Period Base Rent
11/01/2025 – 10/31/2026	\$1,200.00	\$14,400.00
11/01/2026 – 10/31/2027	\$1,400.00	\$16,800.00
11/01/2027 – 10/31/2028	\$1,600.00	\$19,200.00

2.08 Tenant's Proportionate Share: The Total Gross Leasable Area of the building is 19,133 square feet and Tenant's Proportionate Share is 7.32%. Should the area of the Premises or of the Building change, such share shall be adjusted and shall equal a fraction, the numerator of which is the Leasable Area of the Premises, and the denominator of which is the Leasable Area of the Shopping Center, as determined by Landlord from time to time.

2.09 Common Area: All areas designated by Landlord for common use or benefit of all tenants, their customers or invitees within the Shopping Center, including but not limited to, parking lots, landscaped and vacant areas, drainage ditches, passages for trucks and automobiles, areaways, roads, walks, curbs, corridors, malls, roof, lanes and arcades together with public facilities such as building lobbies, restrooms, comfort

rooms, lounges, drinking fountains, toilets, stairs, ramps, elevators, escalators, shelters, porches, bus stations and loading docks, with facilities appurtenant to each. The Common Area shall not include commercial areas intended for renting or roads maintained by public authority. Landlord may expand, contract or change said Common Area from time to time as Landlord deems desirable.

- 2.10 Estimated Monthly Operating Costs for 2025 (as defined in 6.01): \$378.00 (\$3.24 psf per annum).
- 2.11 Estimated Monthly Real Estate Taxes for 2025 (as outlined in Section 6): \$192.50 (\$1.65 psf per annum).
- 2.12 Shopping Center: The shopping center containing the Premises is commonly known as "Bradley Square" and is located at 7919-7961 North 76<sup>th</sup> Street, Milwaukee, Wisconsin, and is situated on the land legally described in Exhibit B attached hereto. "Shopping Center" means the above described land, together with all buildings or improvements located thereon from time to time (sometimes also referred to as "Building").
- 2.13 Leasable Area: The respective measurements of floor area of the Premises and the floor area of the Shopping Center, respectively, as determined by Landlord and applied on a consistent basis throughout the Shopping Center.
- 2.14 Parking: Tenant and its employees shall park their cars only in those portions of the Common Area designated from time to time for that purpose by Landlord. Tenant shall furnish Landlord with automobile license numbers assigned to Tenant's cars and the cars of its employees within fifteen (15) days after the Commencement Date of this Lease and shall thereafter notify Landlord of any changes within fifteen (15) days after such changes occur. If Tenant or its employees fail to park their cars in the designated portions of Common Area, Landlord shall have the right to (a) charge Tenant twenty dollars (\$20.00) per day per car parked in any portion of the Common Area other than those designated, and/or (b) have such car(s) physically removed from the property, without notice, at Tenant's expense without any liability whatsoever to Landlord.
- 2.15 Landlord's Mailing Address: Bradley Square Partners, LLC, c/o Suntide Commercial Realty, Inc., 2550 University Avenue West, Suite 305-S, St. Paul, MN 55114  
  
Tenant's Mailing Address: At Premises.
- 2.16 Landlord's Work and Tenant's Work: shall have the meaning set forth on Exhibit C attached hereto.
- 2.17 Projected Delivery Date: Upon Lease signing.
- 2.18 State: The State of Wisconsin.
- 2.19 Tenant's Use Clause (Article 10): Hair salon.
- 2.20 Broker(s)  
Landlord's: Suntide Commercial Realty, Inc.  
  
Tenant's: None.
- 2.21 "Lease Year" means a twelve (12) month period commencing with the first day of January in one calendar year and ending on the last day of December in that calendar year; provided that the first Lease Year shall commence on the Commencement Date of the Term and end on the last day of December of the calendar year of the Commencement date of the Term and the last Lease Year shall end on the last of the Term of this Lease and commence on the first day of January preceding that date. From time to time by written notice delivered to the Tenant, the Landlord may specify an annual date upon which each subsequent Lease Year is to commence, in which event, the then current Lease Year will terminate on the day preceding

the day so specified and all appropriate adjustments will be made for any lease year which is more or less than twelve (12) months.

### 3. EXHIBITS AND ADDENDA

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- Addendum 1 - Other Terms and Conditions
- Exhibit A - Site Plan showing the Premises.
- Exhibit B - Legal Description.
- Exhibit C - Landlord's Work and Tenant's Work.
- Exhibit D - Guaranty and Agreement.
- Exhibit E - General Specifications for Tenant's Alterations or Improvements
- Exhibit F - Rules and Regulations
- Exhibit G - Sign Criteria

### 4. DELIVERY OF POSSESSION

If Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be liable for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work defined in Exhibit C. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

### 5. RENT

- 5.01 Definition of Rent. All costs which Tenant agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as "Rent"). Rent shall be paid to the Landlord or at such place as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.02 Payment of Rent. The monthly installments of Rent shall be payable in advance on or before the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease.
- 5.03 Allocation of Payments. Any payment by Tenant of an amount less than the Rent provided for in this Lease shall be applied to the earliest due Rent. No endorsement on any check or acceptance of any payment shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any obligation of Tenant.
- 5.04 Percentage Rent. Intentionally deleted.

### 6. OPERATING COSTS

- 6.01 Definition of Operating Costs. Tenant agrees to pay as Rent, Tenant's Proportionate Share of all costs, expenses and obligations attributable to the Shopping Center and its operation (the "Operating Costs") as provided below and effective beginning with the Commencement Date. The term "Operating Costs" shall include all those items described in the following subparagraphs a. and b.
  - a. All taxes, assessments, water and sewer charges and other similar governmental charges due and payable on or attributable to the Shopping Center or its operation, including without limitation, (1)

real property taxes or assessments due and payable against the Shopping Center, (2) assessments or charges due and payable against the Shopping Center by any redevelopment agency, (3) any and all costs, including attorney's fees, incurred by Landlord in contesting the amount of any taxes or assessments levied against the Shopping Center provided any refunds resulting from such contest shall be credited against Operating Costs in the year received, and (4) any tax measured by gross rentals received from the leasing of the Premises, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (i) general or special, ad valorem or specific, excise, capital levy or other charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Shopping Center, or (ii) any license fee, excise or franchise tax, or charge measured by or based, in whole or in part, upon such rent, or (iii) any transfer, transaction, or similar tax, or assessment, based directly or indirectly upon the transaction represented by this Lease, or (iv) any occupancy, use, per capita or other tax or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Shopping Center, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Operating Costs.

- b. The total cost incurred by Landlord in owning, managing, operating, and maintaining the Shopping Center, in a manner deemed by Landlord reasonable and appropriate and for the best interests of the tenants of the Shopping Center, including, without limitation, management fees, all costs and expenses (relating to the land, Common Area and improvements) of operating, replacing, improving, maintaining, repairing, lighting, cleaning, painting, striping, inspecting, insuring (including but not limited to liability insurance for personal injury, death and property damage, insurance against fire, theft or other casualties, worker's compensation insurance, insurance covering personnel, insurance against liability for defamation and claims of false arrest, and Landlord's plate glass insurance), removing of snow, ice, debris and surface water, renting of music, regulation of traffic, pest control, and the provision of utilities, sewer and security (including the cost of uniforms, equipment and all employment taxes, electronic intrusion and fire control devices and telephone monitoring and alert systems), complying with laws and regulations (including improvements or changes required by new laws or regulations), costs associated with a transportation demand management program, costs of replacing or retrofitting HVAC systems to comply with laws or regulations, charges related to indoor air quality control, fees for permits and licenses, fees of attorneys, accountants and other professionals, employment costs in connection with the Project, as well as all costs and expenses of repairs and replacement of gutters, downspouts, roofs, building service equipment, paving, curbs, sidewalks, walkways, roadways, parking surfaces, landscaping, drainage, equipment and fixtures. Landlord, at its election, may either depreciate capital items or expense the cost of capital items as incurred, but not both. It is the intention of Landlord and Tenant that this Lease be fully net to Landlord; and accordingly Operating Costs shall include all costs and expenses incurred by Landlord in connection with the Shopping Center other than costs of leasing to tenants, initial or expansion capital construction costs, depreciation of initial or expansion capital construction costs, and interest on money borrowed for such construction costs.

**6.02 Payment of Operating Costs.** Tenant's Proportionate Share of Operating Costs shall be payable by Tenant to Landlord as follows:

- a. To provide for current payments of Tenant's Proportionate Share of Operating Costs, Tenant shall pay as additional rent, an amount equal to Tenant's Proportionate Share of the Operating Costs payable during each calendar year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Operating Costs.

- b. On or before April 1 of each calendar year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the actual Operating Costs for the preceding calendar year. If Tenant's Proportionate Share of the actual Operating costs for the previous calendar year exceeds the total of the monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Operating Costs for such calendar year, the Landlord shall credit against Tenant's next ensuing monthly installment(s) of Rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit on or before April 1 of the succeeding calendar year. The obligations of Tenant and Landlord to make payments required under this Section 6.02 shall survive the Expiration Date.
- c. Tenant's Proportionate Share of Expenses in any lease year having less than 365 days shall be prorated on a daily basis.
- d. If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Operating Costs by more than five percent (5%).

6.03 Other Taxes Payable by Tenant. Tenant shall reimburse Landlord upon demand for all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made to the Premises, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest in the Premises.

## 7. INTEREST AND LATE CHARGES

If Tenant fails to pay when due any Rent or other charges under the terms of this Lease by end of day on the 5<sup>th</sup> of the month, the unpaid amounts shall bear interest of the greater of 18% or the maximum rate then allowed by law. Tenant acknowledges that the late payment of Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, mortgage penalties, collection costs and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any Rent is not received by Landlord within five (5) days from the date it is due, Tenant shall pay Landlord a late charge equal to 10 percent (10%) of such amount. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such non-payment by Tenant.

## 8. SECURITY DEPOSIT

- 8.01 Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.05 upon execution of this Lease, as security for Tenant's performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with other funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit.
- 8.02 If Tenant fails to pay Rent or any other amount when due, or fails to perform any of the terms hereof, Landlord may use all or any portion of the Security Deposit for amounts then due and unpaid, for payment

of any amount for which Landlord has become obligated as a result of Tenant's default, and for any loss sustained by Landlord as a result of Tenant's default. Landlord may use this deposit without prejudice to any other remedy Landlord may have. If Landlord uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for in Article 28. Within thirty (30) days after the Term has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant. If Landlord sells its interest in the Premises, Landlord may deliver the Security Deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

## 9. UTILITY SERVICES

9.01 Electricity, Gas, Water and Sewer. Landlord agrees to provide mains, conduits and other facilities to supply gas, water, sewer and electricity to the Premises or to nearby places. Tenant shall pay promptly, when billed, for all electricity, gas, water, rubbish removal and other utilities used in the Premises. If water or electricity or other utility charges are not separately metered and billed to Tenant, Landlord reserves the right either to estimate such a bill and to charge Tenant accordingly at rates prevailing in the nearby vicinity for similar service, or to require installation by Tenant of a meter. Without Landlord's prior written consent, gas shall not be used by Tenant for water heating. Tenant shall begin paying for its own utilities effective as of the Delivery Date of this Lease.

9.02 Heating, Air Conditioning and Ventilating. Tenant agrees to accept and use such heating, air conditioning and ventilation system ( or "HVAC") as is currently serving the Premises and to maintain and repair the system as necessary and at Tenant's sole expense, but such maintenance and repairs for HVAC shall be capped at a Tenant cost of \$1,000.00 per unit, per calendar year. Any such maintenance or repair which may exceed the cap mentioned in the previous sentence, shall be estimated by the Tenant's third party HVAC contractor and sent to Landlord in advance for approval prior to proceeding. The Landlord reserves the right to obtain a secondary quote/opinion on maintenance or repairs anticipated to exceed said cap, with a third party contractor of their choice. If it is determined and agreed upon by Landlord and Tenant that the HVAC (or roof top unit) is needing to be replaced, then the Landlord shall initially pay for the cost of such replacement (new roof top unit and installation costs), and the cost will subsequently be amortized over a 120 month useful life period at 8% rate of interest, and billed back to the Tenant monthly throughout the duration of the First Amendment Extension Term, or any further extension of the Lease thereafter, until completely amortized or the Lease becomes expired. Such amortization or bill back shall be considered Additional Rent, and payments will begin the first day of the calendar month following completion of installation. Other than mentioned previously in this Article 9.02, the Tenant shall be required to maintain a service contract on terms and with a company acceptable to Landlord for the regular preventive maintenance and repair of HVAC equipment serving Tenant's Premises. Tenant shall provide proof of quarterly HVAC maintenance contract to Landlord upon Landlord request. At Landlord's election, Landlord may contract for routine preventive maintenance on Tenant's HVAC equipment and all other HVAC equipment serving the Project, including equipment serving other tenants, and such cost shall be considered part of Project Operating Costs, subject to reimbursement from Tenant in the amount of Tenant's Proportionate Share. If Tenant's HVAC is supplied by equipment serving Tenant and others, Landlord shall be responsible for the operation and maintenance of such equipment, subject to reimbursement from Tenant prorated with such others on the basis of Leasable Area of the areas served.

9.03 Rubbish Removal. Tenant shall be responsible for contracting for all removal of trash, rubbish, debris and recyclables generated by Tenant, at Tenant's sole cost and expense. If Tenant ceases to be responsible for rubbish removal, or if Landlord installs a central trash disposal area or compactor, Tenant shall be required to pay rubbish removal and recycling fees through Operating Costs based on Tenant's Proportionate Share.

- 9.04 Discontinuance of Service. Whenever any bills for rent, gas, water, electricity, air conditioning, rubbish removal, heating, ventilating, antenna service or any other service, are not promptly paid by Tenant; Landlord reserves the right to discontinue service, without liability to Tenant. No such action by Landlord, or notice thereof, shall be construed as an eviction or disturbance of possession or as an election by Landlord to terminate this Lease.
- 9.05 Interruption of Service. Landlord shall not be liable in damages or otherwise if any utility service or other service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of necessary repairs or improvements or by any causes beyond Landlord's control.
- 9.06 Compliance with Laws. Tenant shall comply with all present and future laws, ordinances, rules, regulations, or governmental or quasi-governmental directives (including without limitation those requirements of the Occupational Safety and Health Administration that relate to the Premises) regarding the indoor air quality of the Premises and the maintenance of any heating, ventilating, and air conditioning equipment or system for which the Tenant is responsible pursuant to this Lease.

## 10. TENANT'S USE OF THE PREMISES

- 10.1 Permitted Use. Tenant shall use the Premises solely for the purposes set forth at Section 2.19. Tenant shall not conduct or permit auctions or sheriff's sales at the Property. Tenant shall not grant any concession, license or permission to any third party to sell merchandise or services in the Premises. Tenant shall not divert to another location business that would normally be conducted on or from the Premises.
- 10.02 Manner of Use. Tenant shall not use or occupy the Premises in violation of any law or restriction affecting the Shopping Center, and shall immediately discontinue any use of the Premises which is declared by any governmental authority to be a violation of law or the certificate of occupancy. Tenant shall, at Tenant's own cost and expense, comply with all laws, regulations, or directions of any governmental or quasi-governmental agency or authority which shall impose any duty upon Tenant or Landlord with respect to the Premises or their use or occupation. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Shopping Center, and shall comply with all rules, orders, and recommendations. Tenant shall reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done on or about the Premises which will interfere with the rights of other tenants or occupants of the Shopping Center, or injure or annoy them, or use or allow the Premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.
- 10.03 Hours of Business. Tenant will conduct its business on days and during hours generally observed in the area in which the Premises is located, and on such additional days and during such additional hours as are from time-to-time determined by Landlord.
- 10.04 Continuous Occupancy. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business are of utmost importance to neighboring tenants and to Landlord in the renting of space in the Property, the efficient supply of services and utilities, and the maintenance of Percentage Rent. Tenant therefore agrees that it will occupy the entire Premises and comply strictly with the provisions of Article 10.01, 10.02 and 10.03. Tenant acknowledges that Landlord is executing this Lease in reliance thereupon and that the same is a material element inducing Landlord to execute this Lease. Tenant further agrees that if it vacates or abandons the Premises or fails to so conduct its business therein or uses the Premises for any purpose not specifically herein authorized and allowed, then in addition to constituting a default hereunder.
- 10.05 Inventory, Staff and Fixtures. Tenant shall maintain a stock of goods, wares and merchandise adequate to ensure successful operation of Tenant's business, and shall employ and maintain sufficient sales and other

personnel for proper service to customers. Tenant shall use for office, storage and other non-selling purposes only such space in the Premises as is reasonably required to maintain Tenant's retail sales therein. Tenant shall install and maintain high-quality fixtures, furnishings, fittings and equipment adequate, appropriate and properly laid out to sustain Tenant's retail sales.

10.06 Promotion of Name. Tenant shall display such name as Landlord may from time to time designate for the retail areas of the Property in its stationery, and in material which is given to customers and shall promote such name in any advertisements published or initiated by Tenant in regard to its business from the Premises.

10.07 Display Windows. Tenant shall keep display windows (if any) neatly dressed. Display windows and lighted signs (if any) shall be kept illuminated by Tenant after the Property closes for business for a period of time as determined by Landlord.

## 11. **CONDITION OF THE PREMISES**

Tenant's taking possession of the premises shall be deemed conclusive evidence that the Premises are in satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, or the Shopping Center and no representation, express or implied, respecting any matter or thing relating to the Premises or Shopping Center or this Lease (including, without limitation, the condition of the Premises, or the Shopping Center) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

## 12. **CONSTRUCTION, REPAIRS AND MAINTENANCE**

### 12.01 Landlord's Obligations.

- a. Landlord shall maintain the Common Areas and the cost of maintaining such areas will be charged back to the Tenant through Operating Costs (refer to Section 6. Operating Costs).
- b. The Landlord shall be responsible only for structural repairs to the structural elements of the roof, foundations, sub-floor and outer support walls of the building or buildings comprising the Shopping Centre, normal wear and tear and damage by Insurable Hazards excepted. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make to any portion of the Project. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- c. Landlord shall not be liable for any loss or damage that may be caused by persons occupying adjoining premises or any part of the Shopping Center, or any person present in the Shopping Center for any other purpose or for any loss from burst, stopped or leaking water, gas, sewer, sprinkler or steam pipes or plumbing fixtures, or from any failure of or defect in any electric line, circuit or facility.

### 12.02 Tenant's Obligations.

- a. Tenant at Tenant's sole expense shall: 1) keep the inside and outside of all glass in the doors and windows of the Premises clean; 2) keep all exterior surfaces of the Premises clean; 3) replace promptly any broken door closers and any cracked or broken glass of the Premises, including exterior plate glass or storefronts, with replacements of like kind and quality; 4) maintain the Premises in a clean, orderly and sanitary condition; 5) keep any trash temporarily stored in the Premises in accordance with local codes and removed on a regular basis to such location as

Landlord may determine; 6) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; 7) comply with all laws, ordinances, rules and regulations of governmental authorities; 8) maintain the Premises in good order, condition and repair, including the surfaces of the ceilings, walls and floors, all doors, all windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Shopping Center standard furnishings, and special items and equipment installed by or at the expense of Tenant.

- b. Tenant shall be responsible for all repairs and alterations in and to the Premises, Shopping Center and the facilities and systems thereof, the need for which arises out of: 1) Tenant's use or occupancy of the Premises; 2) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises; 3) the moving of Tenant's Property into or out of the Shopping Center; or 4) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.
  - c. If Tenant fails to maintain the Premises in good order and repair, Landlord shall give Tenant notice to correct the condition. If Tenant fails to commence such work promptly, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant. Any amount so expended by Landlord shall be paid by Tenant with interest at the maximum rate then allowed by law. Landlord shall have no liability to Tenant as a result of performing any such work.
  - d. Tenant shall not: 1) place or maintain any merchandise or other objects outside the perimeter of the Premises; 2) use or permit the use of any loud speakers, flashing, moving and/or rotating lights, sound amplifiers, musical instruments, or television or radio broadcasts which are in any manner audible or visible outside the Premises; 3) permit accumulations of garbage or other refuse within the Premises; 4) permit odors to emanate from the Premises; 5) distribute advertising in or upon any automobiles in the Common Areas; 6) permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area or other Common Areas in the Project; 7) receive or ship articles of any kind except through service facilities designated by Landlord; 8) overload the electrical wiring serving the Premises, and will install any additional electrical wiring which may be required at its expense.
- 12.03 No Offset. Tenant shall not have the right to make repairs at Landlord's expense or to offset the cost of repairs against Rent or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. Tenant can however alert Landlord of said repair being requested and Landlord will work in good faith to address the item of concern as part of the "Operating Costs"
- 12.04 Load and Equipment Limits. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install machinery or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.

### **13. ALTERATIONS AND ADDITIONS**

- 13.01 Tenant shall not make any addition or alterations to the Premises without obtaining the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion or may be conditioned on Tenant's removing any such additions or alterations upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession or on other requirements of Landlord. All work shall be done in a good and workmanlike manner by licensed personnel approved by Landlord.
- 13.02 Tenant shall pay the costs of any work done on the Premises pursuant to Section 13.01, and shall keep the Premises and Shopping Center free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by a person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

- 13.03 Tenant shall keep Tenant's leasehold interest free and clear of all attachment or judgment liens. Before the actual commencement of any work Tenant shall give Landlord sufficient notice to enable Landlord to post notices of non-responsibility for the proper protection of Landlord's interest, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.
- 13.04 Landlord may require, at Landlord's sole option, that Tenant provide at Tenant's expense, a lien and completion bond at least one and one-half (1-1/2) times the total estimated cost of any additions or alterations to protect Landlord against liens and to insure timely completion of the work.
- 13.05 Unless their removal is required by Landlord as provided in Section 13.01, all additions or alterations shall become the property of Landlord upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 14.02.

#### **14. LEASEHOLD IMPROVEMENT; TENANT'S PROPERTY; SECURITY INTEREST**

- 14.01 All fixtures, equipment, and improvements attached to or built into the Premises, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 14.02.
- 14.02 All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without damage to the Building, and all furniture and other articles of movable personal property owned by Tenant ("Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term. Tenant shall promptly repair any damage to the Premises or to the Shopping Center resulting from such removal.
- 14.03 Tenant hereby grants to Landlord a lien and security interest in Tenant's Property to secure the performance of Tenant's obligations under this Agreement. Tenant agrees to execute a financing statement evidencing such lien and security interest. Upon Tenant's default of any obligation stated in this Agreement, Landlord, as secured party, shall be entitled to all of the rights and remedies of a secured party under the Wisconsin Uniform Commercial Code.

#### **15. RULES AND REGULATIONS**

Tenant agrees to comply with all rules and regulations for the safe, efficient and lawful operation of the Project as Landlord may from time to time make.

#### **16. CERTAIN RIGHTS RESERVED BY LANDLORD**

- 16.01 Landlord reserves the following rights, exercisable without liability to Tenant:
  - a. To name the Shopping Center and to change the name or street address of the Shopping Center;
  - b. To approve all signs on the exterior of the Shopping Center;
  - c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
  - d. On reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to others having an interest in the Shopping Center or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and *To exhibit the Premises to others at reasonable hours and upon reasonable advance notice during the last Twelve (12) months of the term of the Lease, and*

*to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy at any time in the event Tenant vacates or abandons the Premises;*

- e. To enter the Premises to make inspections, repairs, alterations, or additions to the Premises or the Shopping Center and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Shopping Center or Landlord's interest therein, or as may be necessary for the operation or improvement of the Shopping Center or in order to comply with laws or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

## **17. ASSIGNMENT AND SUBLETTING**

- 17.01 Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. If Tenant is a corporation, partnership or limited liability entity, any cumulative transfer of fifty percent (50%) or greater interest in such entity shall be considered an assignment and shall require the consent of Landlord as described herein. Fifty percent (50%) of any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate: 1) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus 2) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional Rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.
- 17.02 Notwithstanding the provisions of Section 17.01, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets and obligations of Tenant's business.
- 17.03 No subletting or assignment shall relieve Tenant of the obligation to pay Rent and to perform all other obligations under this Lease. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor.
- 17.04 If Tenant requests the consent of Landlord to any assignment or subletting, then Tenant shall, upon demand, pay Landlord any attorneys' fees reasonably incurred by Landlord in considering such act or request.

## **18. HOLDING OVER**

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the termination date, which shall always be the last day of a calendar month.

## **19. SURRENDER OF PREMISES**

- 19.01 All fixtures, equipment, and improvements attached to or built into the Premises, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided below:

All movable partitions, business and trade fixtures, machinery and equipment, communications equipment (including data cabling) and office equipment located in the Premises and acquired by or for the account

of Tenant, without expense to Landlord, which can be removed without damage to the Building, and all furniture and other articles of movable personal property owned by Tenant shall be and shall remain the property of Tenant ("Tenant's Property").

Tenant shall surrender the Premises to Landlord on the Expiration Date or upon earlier termination of this Lease, in broom-clean condition and in as good condition as when Tenant took possession, except for reasonable wear and tear, loss by fire or other casualty, or loss by condemnation. Tenant shall remove all of Tenant's Property (including data cabling) on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal or by Tenant's use of the Premises. On the Expiration Date Tenant shall surrender all keys to the Premises.

If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant.

No act of Landlord, including the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Tenant shall be responsible for all consequential damages to Owner as a result of Tenant's failure to surrender the Premises in accordance with this Lease, and this clause shall survive the termination of the Lease.

## **20. DESTRUCTION OR DAMAGE**

20.01 If the Premises in whole or in part is damaged by fire, earthquake, act of God, the elements or other casualty, Landlord may elect to repair such damage by giving Tenant written notice within thirty (30) days of the date of such casualty and this Lease shall remain in full force and effect. If such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

20.02 If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Shopping Center and Shopping Center standard work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business inconvenience or annoyance arising from any repair or restoration of any portion of the Premises or Shopping Center as a result of any damage from fire or other casualty.

## **21. EMINENT DOMAIN**

21.01 If the whole of the Shopping Center or Premises is lawfully taken by condemnation or under threat thereof or in any other manner for any public or quasi-public purpose this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Shopping Center or Premises is so taken, this Lease shall be unaffected by such taking, provided that: a) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and b) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination, if this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Leasable Area of the Premises and Project.

- 21.02 In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- 21.03 In the event of a partial taking of the Premises, or transfer under threat thereof, which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Shopping Center standard work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

## **22. INDEMNIFICATION**

- 22.01 Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: a) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed by Tenant to be done in or about the Premises; b) any breach or default by Tenant of any of Tenant's obligations under this Lease; or c) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in or about the Premises from any cause, including, without limitation, from environmental contamination from any source whatsoever. Landlord shall indemnify and hold Tenant harmless against and from liability and claims of any kind for loss or damage to property of Landlord or any other person, or for any injury to or death of any person, arising out of: a) any work, activity or other things allowed by Landlord to be done in or about the Project; or b) any breach or default by Landlord of any of Landlord's obligations under this Lease.
- 22.02 Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Shopping Center or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Shopping Center.

## **23. TENANT'S INSURANCE**

- 23.01 All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, Landlord's managing agent, and any mortgagee of Landlord, as an additional insured. Each policy shall contain: a) a cross-liability endorsement; b) a provision that such policy shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance; and c) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within ten (10) days after any demand by Landlord therefore. No such policy shall be cancelable, except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to)

procure insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

23.02 Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall maintain in effect policies of casualty insurance covering: a) fire and extended coverage insurance, including protection against vandalism and malicious mischief, plus "all-risk" endorsements insuring all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 13 hereof); and b) trade fixtures, merchandise and other personal property and c) Tenant's plate glass insurance on the storefront of Premises. The proceeds of such insurance shall be used for the repair or replacement of the property so insured.

23.03 Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the operation of the Premises and the operations of Tenant in or about the Premises providing personal injury and broad form property damage coverage for not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, death and property damage liability.

## **24. WAIVER OF SUBROGATION**

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall give notice to its insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

## **25. SUBORDINATION AND ATTORNMENT**

Within ten (10) days after written request of Landlord, or any mortgagee or beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any mortgage or to the interest of any lease in which Landlord is lessee, and to all advances made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor of Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of any lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease.

## **26. TENANT ESTOPPEL CERTIFICATES**

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver a written statement certifying that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; the amount of any security deposited with Landlord; and that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as represented by Landlord; that there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counterclaim or deduction against Rent.

## **27. TRANSFER OF LANDLORD'S INTEREST**

In the event of any sale or transfer by Landlord of the Premises or Shopping Center, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations

contained in or derived from this Lease occurring after the consummation of such sale or transfer. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and Landlord shall be relieved of any and all further liability with respect thereto.

## 28. DEFAULT

28.01 Events of Default. The occurrence of any one or more of the following matters constitutes a Default by Tenant under this Lease:

- a. Failure by Tenant to pay Rent or any other amounts required under this Lease within ten (10) days after such payment is due and payable;
- b. Failure by Tenant to observe or perform any of the covenants with respect to assignment and subletting set forth in Article 17;
- c. Failure by Tenant to comply with Tenant's obligations set forth in Article 38;
- d. Failure by Tenant to cure any hazardous condition which Tenant has created in violation of law or of this Lease;
- e. Failure by Tenant to observe or perform any other provision of this Lease, if such failure continues for thirty (30) days after notice thereof from Landlord to Tenant;
- f. The levy upon, under writ of execution or the attachment by legal process of, the leasehold interest of Tenant, or the creation of a lien with respect to such leasehold interest;
- g. Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy whether or not Tenant continues to pay Rent due under this Lease;
- h. Tenant becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver for Tenant or for the major part of its property;
- i. A trustee or receiver is appointed for Tenant or for the major part of its property;
- j. Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law, or similar law for the relief of debtors, is instituted by Tenant or against Tenant and is allowed against it, or is consented to by it or is not dismissed within sixty (60) days after such institution.

28.02 Rights and Remedies of Landlord. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law:

- a. Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;
- b. Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right to possession shall end on the date stated in such notice;
- c. Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit for the specific performance of any covenant contained

herein, or for the enforcement of any other appropriate legal remedy, including recovery of all amounts due or to become due from Tenant under any of the provisions of this Lease.

- 28.03 Right to Re-Enter. If Landlord exercises any of the remedies provided in Section 28.02, Tenant shall vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may reenter and take complete possession of the Premises, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, without being deemed guilty in any manner of trespass, eviction or forcible entry and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder.
- 28.04 Current Damages. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent hereunder for the full Term, and Landlord shall have the right to recover from Tenant, and Tenant shall remain liable for, all Rent and any other sums accruing under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. Landlord may relet the Premises or any part thereof for the account of Tenant upon such terms as Landlord shall determine and may collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary or desirable and change the locks to the Premises. Tenant upon demand shall pay the cost of all of the foregoing together with Landlord's expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of re-entry, reletting, redecoration, repair and alterations and second to the payment of Rent to be paid by Tenant. Any excess shall be credited against the amount of Rent which becomes due and payable hereunder. Any such excess shall belong to Landlord solely. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder. Landlord may sue and recover judgment for any deficiencies remaining after the application of the proceeds of any such reletting.
- 28.05 Final Damages. If this Lease is terminated by Landlord pursuant to Section 28.02, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums for which Tenant is liable under this Lease, and all costs, including court costs and attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder. Landlord shall be entitled to recover as damages a) the unamortized portion of Landlord's contribution to the cost of tenant improvements and alterations, if any, installed by either Landlord or Tenant pursuant to this Lease, b) the aggregate Rents which would have been payable after the termination date had this Lease not been terminated, and c) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent.
- 28.06 Removal of Personal Property. All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord with respect to such removal and storage. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale.
- 28.07 Attorneys' Fees. Tenant shall pay all of Landlord's costs including court costs and attorneys' fees, incurred in enforcing Tenant's obligations under this Lease, incurred by Landlord in any action brought by Tenant in which Landlord is the prevailing party, or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved.

28.08 **No Waiver.** No delay or omission in the exercise of any right or remedy of Landlord upon any Default by Tenant shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning any other provision of the Lease.

## **29. BROKERAGE FEES**

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.20. Tenant shall indemnify Landlord from any expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease.

## **30. NOTICES**

All notices, required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed if to Landlord, to Landlord's Mailing Address; and if to Tenant, to Tenant's Mailing Address or if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

## **31. QUIET ENJOYMENT**

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

## **32. OBSERVANCE OF LAW**

Tenant shall, at its sole cost and expense, promptly comply with all laws and governmental regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to the occupancy of the Premises, excluding structural changes not related to Tenant's occupation of the Premises and the Shopping Center.

## **33. FORCE MAJEURE**

Any prevention or delay of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations, judicial orders, hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention or delay. Nothing in this Article shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

## **34. CURING TENANT'S DEFAULTS**

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

## **35. SIGN CONTROL**

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises or Shopping Center, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant for such removal, and to charge the cost of removal to Tenant.

## 36. HAZARDOUS SUBSTANCES

### 36.01 Defined Terms.

- a. "Claim" shall mean and include any demand, cause of action, proceeding or suit for any one or more of the following: 1) actual or punitive damages, losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement; 2) the costs of site investigations, feasibility studies, information requests, health or risk assessments, or Response (as hereinafter defined) actions; and 3) enforcing insurance, contribution or indemnification agreements.
- b. "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq. and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C., Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act; the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the state superlien and environmental clean-up statutes, with implementing regulations and guidelines, as amended from time to time. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).
- c. "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos containing materials, PCBs, and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 et seq.; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA; any substance whose nature and/or quantity or existence, use, manufacture, disposal or effect render it subject to federal, state or local regulation, investigation, remediation, or removal as potentially injurious to public health or welfare.
- d. "Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon Hazardous Materials.
- e. "Release" or Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

- f. "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.
- 36.02 Tenant's Obligations with Respect to Environmental Matters. During the term of this Lease, Tenant shall comply at its own cost with all Environmental Laws. Tenant shall not Use, or authorize the Use of, any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and approval by the Landlord. Tenant shall not take any action that would subject the Premises to permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials. Tenant shall not dispose of Hazardous Materials in dumpsters provided for tenant use. Tenant shall not discharge Hazardous Materials into Project drains or sewers. Tenant shall not cause or allow the Release of any Hazardous Materials on, to, or from the Project. Tenant shall arrange at its own cost for the lawful transportation and off-site disposal of all Hazardous Materials that it generates.
- 36.03 Copies of Notices. During the term of this Lease, Tenant shall provide Landlord promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Material on, to or from the Premises, the imposition of any lien on the Premises, or any alleged violation of or responsibility under Environmental Laws. Landlord and Landlord's beneficiaries, agents and employees shall have the right to enter the Premises and conduct appropriate inspections or tests in order to determine Tenant's compliance with Environmental Laws.
- 36.04 Tests and Reports. Upon written request by Landlord, Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other applicable documents to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.
- 36.05 Tenant's Obligation to Respond. If Tenant's Use of Hazardous Materials at the Premises gives rise to liability or to a Claim under any Environmental Law, causes a significant public health effect, or creates a nuisance, Tenant shall promptly take all applicable action in Response.
- 36.06 Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord, its beneficiaries, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees from and against any and all Claims arising from or attributable to any breach by Tenant of any of its warranties, representations, covenants or responsibilities under this Lease. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

## 37. RELOCATION OF PREMISES

- 37.01 Landlord shall have the right to relocate the Premises to another part of the Shopping Center in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
  - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
  - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Rent shall abate in full from the time the physical relocation commences

to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.

- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
- f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Rent, if any.

### **38. PUBLIC ACCOMMODATIONS LAWS**

Landlord with respect to the Common Areas, and Tenant, with respect the Premises, each covenant and agree to complete any and all alterations, modifications or improvements specifically required by the Americans With Disabilities Act, including, but not limited to, remodeling, renovation, rehabilitation, reconstruction, changes or rearrangements in structure, and changes or rearrangements to wall configuration or full height partitions which are or become necessary, in order to comply with all Public Accommodation Laws, regardless of whether such modifications are the legal responsibility of Landlord, Tenant or third party. Landlord and Tenant covenant and agree to use their reasonable efforts to insure that any and all alterations, modifications or improvements undertaken pursuant hereto are accomplished in a manner which will not substantially interfere with the others' use or possession of space in the Project or Building. All costs incurred by Landlord to comply with Public Accommodations Laws in the Common Areas shall be included in Project Operating Costs, including the amortization of capital expenditures together with an interest rate of 12% per annum over a period of five years.

Landlord agrees to permit Tenant, at Tenant's cost, to make any improvements or modifications to the Premises which are required by Public Accommodation Laws, and to approve such improvements or modifications, provided that all such improvements or modifications are made in compliance with applicable Public Accommodations Laws. Tenant acknowledges and agrees that, while Landlord may review and approve plans and specifications for Tenant's leasehold improvements, (and may construct Tenant's leasehold improvements for Tenant), Landlord assumes no responsibility for compliance of such plans and specifications, the Premises, or Tenant's leasehold improvements, with Public Accommodations Laws, and Tenant shall hold Landlord harmless from Tenant's failure to comply with the requirements thereof.

For the purposes of this Lease, "Public Accommodation Laws" shall mean all applicable federal, state and local laws, regulations, and building codes, in effect during the term of this Lease, governing non-discrimination in employment, public accommodations and commercial facilities, including, without limitation, the requirements of the Americans With Disabilities Act 42 USC 12101.

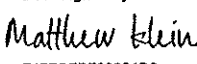

### **39. MISCELLANEOUS**

- 39.01 Addenda. If any provision contained in a Rider to this Lease is inconsistent with any other provision herein, the provision contained in the Rider shall control, unless otherwise provided in the Rider.
- 39.02 Administrative Fee. If Tenant fails to provide Landlord with any certificate, document, report, statement, agreement, letter, information or signature required by this Lease within ten (10) days after written request by Landlord, then in such event Tenant shall pay an administrative fee of \$200.00 for each additional written request made by Landlord until such requested item is received.
- 39.03 Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted for reference only and in no way define, limit or enlarge the scope or meaning of this Lease.
- 39.04 Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease.

- 39.05 Choice of Law. This Lease shall be construed and enforced in accordance with the laws of Wisconsin.
- 39.06 Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction. Tenant's only remedies therefore shall be an action for specific performance, or declaratory judgment to enforce any right to such consent.
- 39.07 Consult Your Attorney. Tenant acknowledges that it has reviewed this Lease and consulted with its attorney concerning this Lease; that it has negotiated any and all provisions of this Lease which it has deemed necessary; that it is not relying on any representations, warranties, or statements of any kind whatsoever made by Landlord or any other person or entity in connection with this Lease other than are expressly set forth herein, and that the general rule of construction that a document will be construed against its draftsman shall not apply with respect to this Lease.
- 39.08 Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that (s)he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- 39.09 Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not constitute a reservation of or option for Tenant to lease the Premises. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- 39.10 Form of Payment. If Tenant pays its obligations due under this Lease in the form of a check, and if one or more of said checks is returned to Landlord for insufficient funds during any Lease Year, then in such event Landlord may require Tenant to make further payments due under this Lease in the form of a cashier's check, bank wire transfer, certified funds or other form of secure payment reasonable satisfactory to Landlord.
- 39.11 Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- 39.12 Prior Agreements; Amendments. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- 39.13 Recording. Tenant shall not record this Lease without the prior written consent of Landlord.
- 39.14 Severability. A final determination by a court that any provision of this Lease is invalid shall not affect the validity of any other provision.
- 39.15 Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- 39.16 Time of the Essence. Time is of the essence of this Lease.

39.17. Waiver. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

The parties hereto have executed this Lease as of the dates first set forth above.

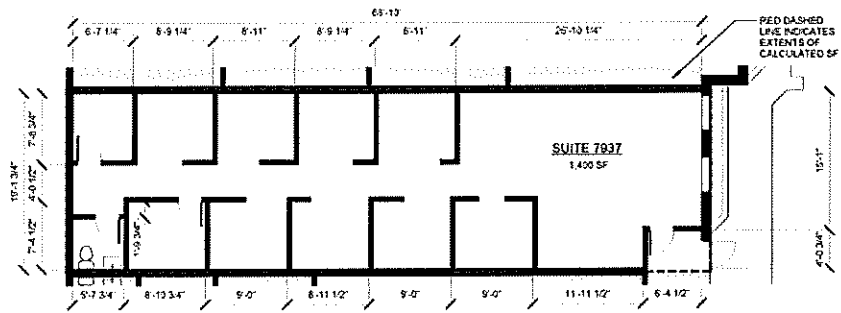
<p><b>LANDLORD:</b> Bradley Square Partners, LLC A Wisconsin limited liability company</p> <p>DocuSigned by:  F47ECFDF20654D6...</p>	<p><b>TENANT:</b> Jalisa Rodgers An individual</p> <p>Signed by:  031F9CA4EDFB4B0...</p>
<p>Name: <u>Matthew Klein</u></p> <p>Its: <u>Partner</u></p>	<p>Name: <u>Jalisa Rodgers</u></p> <p>Its: <u>Owner</u></p>

**ADDENDUM # 1**

1. Rubbish Removal. Landlord has contracted for Rubbish Removal on Tenant's behalf and will bill Tenant its share as part of operating costs.

**EXHIBIT "A"**  
**PREMISES LOCATION PLAN**

Exhibit A is intended only to show the general layout of the Premises at the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights set forth in Article 6 with respect to arrangements and/or locations of public parts of the Shopping Center and changes in such arrangements and/or locations. It is not to-scale; any measurements or distances shown should be taken as approximate. In addition, some tenant names shown on this Site Plan are not current tenants and no reliance should be placed on the existence of any tenants shown on this plan.



**SUITE 7937**

Bradley Square Shopping Center

1/8" = 1'-0"



**EXHIBIT "B"**

*LEGAL DESCRIPTION*

**SHOPPING CENTER LEGAL DESCRIPTION**

That part of the Northeast 1/4 of the Northeast 1/4 of Section 16, in Township 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:  
Commencing at the Northeast corner of said 1/4 Section; thence due South along the East line of said 1/4 Section, 257.55 feet to the point of beginning of the land herein to be described; thence due West 314.54 feet to a point in the East line of Block 1 in Poll-Ber Heights, a Subdivision of record in said 1/4 Section; thence South 2° 23' 20" East along said East line 246.70 feet to a point in the Northerly line of West Lolita Avenue, said point being on an arc of a curve whose radius bears South 8° 38' 10" East 361.34 feet; thence along the arc of said curve and said Northerly line 54.46 feet, the chord of which bears North 85° 40' 55" East 54.41 feet to a point; thence due East along said Northerly line 250.00 feet to a point in the East line of said 1/4 Section; thence due North along said East line 242.39 feet to the point of beginning. EXCEPTING THEREFROM the East 60 feet thereof, dedicated for street purposes.

**Milwaukee County, Wisconsin**

**EXHIBIT "C"**

***LANDLORD'S WORK / TENANT'S WORK***

Tenant shall accept the Premises in its' current "as is, where is" condition. Tenant shall complete all work necessary for Tenant's permitted use. All plans must be approved by the Landlord prior to construction beginning. All work done at the Premises must be completed by licensed, bonded, and insured contractors. Tenant must provide to Landlord, prior to work commencing, certificates of insurance for all contractors and sub-contractors; said certificates must list Landlord and Landlord's managing agent as additional insureds. Tenant must provide lien waivers for all work performed in and to the Premises to Landlord.

Landlord will however have the existing HVAC unit certified to be in good working condition, replace any damaged ceiling tiles, replace any burnt out lights inside the existing light fixtures, cover the costs for the plumbing and painting work based on the bids provided by Tenant not to exceed \$3,050.38. Landlord will pay the costs for painting and plumbing directly to the contractors upon completion of the work and receipt of lien waivers. Landlord also agrees to reimburse Tenant for 50% of the cost of the new LVP flooring to be installed in the Premises. The amount of Landlord reimbursement capped at \$2,500 and shall be reimbursed to Tenant upon completion of the work, receipt of lien waiver, and Tenant opening for business.

**EXHIBIT "D"**

*GUARANTY AND AGREEMENT*

Not needed as Tenant signed lease in their personal name.

**EXHIBIT "E"**

**GENERAL SPECIFICATIONS FOR TENANT'S ALTERATIONS OR IMPROVEMENTS**

**1. Landlord's Approvals of Plans**

- 1.1 All plans for improvements or alterations are subject to Landlord approval; however, such approval does not signify code approval. Tenant shall have sole responsibility for compliance with all applicable statutes, codes, ordinances and other regulations for all work. In instances where several sets of requirements must be met, Landlord's requirements shall govern unless prohibited by code. All conditions and measurements should be field-verified by the Tenant.
- 1.2 Tenant must provide Landlord with Floor Plans and Working Drawings for the Premises. Upon receipt of Tenant's drawings, Landlord shall review and return to Tenant one copy marked either "Approved", "Approved with Changes" or "Revise and Resubmit". Tenant shall resubmit revised drawings within ten working days and the same procedure will be repeated until Landlord initials the drawings "Approved" or "Approved with Changes".
- 1.3 Specific written approval of Landlord is required for the following:
  - a) Drilling, cutting, coring or construction of any openings, penetrations or other alterations or improvements to the demising walls of the Premises, the exterior of the Premises or Shopping Center, or floors, columns or roof of the Premises or Shopping Center.
  - b) Installation or testing of any alarm or signal system, or any interruption of or connection to the Shopping Center fire or life-safety systems.
  - c) Installation or connection to any vents or ductwork, or to any water, sewer, gas, or electrical lines.
  - d) Construction of any mezzanine.
  - e) Installation of any odor-producing equipment.
  - f) Installation of any sign visible from the exterior of the Premises.
  - g) Modifications to Floor Plans or Working Drawings previously approved under Section 1.2 above.

**2. Codes, Permits and Insurance**

- 2.1 Tenant has full and complete responsibility to comply with all applicable codes, ordinances, statutes and regulations of any governing authority in the design and operation of the Premises, and to obtain all necessary licenses and permits required for construction, occupancy and operation.
- 2.2 Tenant shall obtain a building permit and shall provide Landlord with one set of plans approved by the Department of Inspections and a copy of the permit before commencement of any demolition or construction.
- 2.3 Prior to commencement of any work, Tenant shall provide Landlord with Certificates of Insurance evidencing coverage of Tenant's contractor and subcontractors for Worker's Compensation and Employer's Liability Insurance; Comprehensive General Liability Insurance; and Comprehensive Automobile Liability Insurance. All such certificates shall name Landlord and Landlord's Agent as additional insured.
- 2.4 Tenant shall provide Landlord with a copy of the Certificate of Occupancy issued by the Department of Inspections upon completion of the work.

**3. Construction Rules and Procedures**

- 3.1 Tenant or Tenant's contractor shall contact Landlord at least three business days prior to the start of construction and shall provide Landlord with a list of names, addresses and telephone numbers of all contractors and subcontractors that will be involved in the work.
- 3.2 Tenant is responsible for securing the Premises. All property in the Premises shall be there at the risk of Tenant and Landlord shall not liable for damage or theft.
- 3.3 Tenant shall arrange for all utility services to be placed in Tenant's name prior to the start of construction. Tenant nor Tenant's contractor shall not use any common area outlets for utility services. Tenant is responsible for the cost of all temporary utility services during construction.
- 3.4 All trash and construction debris will be contained and disposed of in the manner stated in the Lease.
- 3.5 No contractor parking will be provided.

4. Costs Billed Back to Tenant by Landlord

- 4.1 At Landlord's option, certain portions of Tenant's Work may be performed by Landlord's Contractor and billed back to Tenant. Portions of the work subject to this procedure may include, but are not specifically limited to:
  - a) Final connection to building power source, water supply line, sewer line, common ductwork or vents, gas lines, sprinkler systems, or fire alarm systems.
  - b) Structural alterations such as core drilling, roof penetrations, cutting or patching of any floors, walls, columns or beams.
  - c) Installation of any fireproofing.
  - d) Reviews of Tenant's plans by Landlord's consultants, as necessary.
  - e) Any alterations, additions or modifications to the Premises' facade, storefront or entryways.

**EXHIBIT "F"**

*RULES AND REGULATIONS*

1. All trash, rubbish, waste material and other garbage shall be kept within the Leased Premises until the day of removal.
2. The Tenant shall not burn any garbage in or about the Leased Premises or anywhere within the Shopping Center.
3. The Tenant shall not overload any floor of the Leased Premises in excess of one hundred (100) pounds per square foot, or such other weight as the Landlord reasonably determines.
4. The Tenant shall not hang or suspend from any wall or ceiling or roof, or any other part of the Leased Premises or the Shopping Center, any equipment, fixtures, signs or displays which are not first authorized by the Landlord.
5. Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time permit, any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within the Shopping center, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure the Shopping Center or be a nuisance or menace to other tenants in the Shopping Center.
6. No plumbing facilities shall be used for any purpose other than that for which they were designed and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by the Tenant or by any persons for whom the Tenant is responsible shall be borne by the Tenant.
7. The Tenant shall at its sole cost and expense, install and maintain all necessary lighting fixtures electrical equipment and wiring therefore.
8. If the Tenant requires any electrical equipment which might overload the electrical facilities in the Leased Premises, the Tenant shall submit to the Landlord plans and specifications for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain the Landlord's written approval to perform such works, which shall meet all the applicable regulations or requirements of any government or other competent authority, the Association of Insurance Underwriters and the Landlord's insurers, all at the sole cost and expense of the Tenant.

9. Tenant shall not obstruct any sidewalks, passages, exits, entrances, truck ways, loading docks, package pick-up stations, pedestrian sidewalk and ramps, first aid and comfort stations, or stairways of the Shopping Center. No Tenant and no employee or invitee of any Tenant shall go upon the roof of the Shopping Center.
10. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of Tenant's store without prior written consent of the Landlord.
11. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Shopping Center.
12. Landlord shall designate certain areas of the parking lot/garage as "employee parking areas" and no Tenant or employees of Tenant shall park outside of such designated areas. Upon request by Landlord, Tenant shall furnish to Landlord a complete list of the license numbers of all such automobiles. If Tenant or any employee of Tenant fails to park its cars in the designated areas, Landlord shall have the right, in its sole discretion, to (i) charge Tenant \$20.00 per day per illegally parked car and/or (ii) have such car physically removed at Tenant's expense without any liability whatsoever to Landlord.
13. The Tenant will be open for business on such days and during such hours as established by the Landlord from time to time.
14. The Tenant shall provide the Landlord with the names, addresses and telephone numbers of two (2) authorized employees of the Tenant who may be contacted by the Landlord in the event of an emergency relative to the Leased Premises.
15. The Tenant shall give immediate notice to the Landlord in case of fire or accident in the Leased Premises or of defects therein or to any fixtures or equipment thereon.
16. The Tenant, or the Tenant's employees and agents, shall not solicit business in the parking areas or other Common Areas and Facilities and shall not distribute any handbills or other advertising matter therein.
17. The Tenant shall not use any Common Areas and Facilities or other outside areas of the Shopping Center for the storage of goods or other matter of any kinds.
18. For the general benefit and welfare of the Shopping Center and the tenants therein, the Landlord may amend these rules and regulations and the same shall be binding on the Tenant.

**EXHIBIT "G"**

**SIGN CRITERIA**

- A. **PURPOSE:** This Sign Criteria shall regulate the approval, installation, and placement of tenant wall signs within the Project to promote the health, safety, aesthetics, and economic and general welfare of the community.
- B. **PROCEDURE FOR SIGN PERMIT APPROVAL:**
  - 1. All proposed signs shall be reviewed and approved by the Landlord.
  - 2. Landlord requires that all tenant building signage to be professionally installed on a raceway. Signage needs to be lit and channel letter.
  - 2. The tenant or sign consultant shall provide Landlord one set of plans and specifications clearly showing the proposed sign, its colors and materials, and its placement on the building elevation. Tenant shall not order or erect a sign without the Landlord's prior approval indicated by Landlord's signature on the sign plan.
  - 3. No tenant sign shall be erected, constructed, altered, rebuilt, or relocated until a permit has been issued by the City. Tenant shall have proposed sign approved by the City of Milwaukee prior to ordering or erecting sign.