

# MKE URBAN STABLES

## SUBLEASE

Sublease Date: \_\_\_\_\_, 2021

City of Milwaukee,  
acting through the Milwaukee Police Department, as Sublandlord

and

MKE Urban Stables, Inc., as Subtenant

## TABLE OF CONTENTS

	<u>PAGE</u>
1. SUBLEASE TERMS.....	1
2. DEMISE AND POSSESSION .....	3
3. RENT .....	4
4. OPERATING COSTS; TAXES .....	<b>Error! Bookmark not defined.</b>
5. SECURITY DEPOSIT.....	7
6. USE OF SUBPREMISES; QUIET CONDUCT.....	7
7. PARKING.....	8
8. UTILITIES.....	8
9. MASTER LEASE.....	8
10. SIGNS AND LANDSCAPING .....	10
11. ASSIGNMENT, SUBLETTING, TRANSFERS OF OWNERSHIP AND OPTION TO PURCHASE.....	10
12. DEFAULT. ....	11
13. CONSENTS AND APPROVALS.....	11
14. NOTICES.....	11
15. WAIVER .....	11
16. DEFAULT OF SUBLANDLORD .....	11
17. BROKERS .....	12
18. QUIET POSSESSION .....	12
19. DEFINED TERMS. ....	12
20. MISCELLANEOUS PROVISIONS.....	12
21. GOVERNING LAW.....	<b>Error! Bookmark not defined.</b>
22. NEGOTIATED TERMS.....	<b>Error! Bookmark not defined.</b>
23. SEVERABILITY .....	<b>Error! Bookmark not defined.</b>

## SUBLEASE

This Sublease ("Sublease") is entered into as of \_\_\_\_\_, 2021 (the "Effective Date"), by and between City of Milwaukee, acting through the Milwaukee Police Department, a political subdivision of the State of Wisconsin ("Sublandlord") and MKE Urban Stables, Inc., a Wisconsin non-stock corporation ("Subtenant"), with reference to the following facts:

### RECITALS

A. This Sublease relates to certain space referred to herein as the "Subleased Premises" within and around the stable building (the "Building") located on the land with an address of 143 East Lincoln Avenue, Milwaukee, Wisconsin and legally described on Exhibit A-1 attached hereto (the "Property") and shown on the site plan attached hereto as Exhibit A-2 (the "Site Plan").

B. The Subleased Premises is currently leased by Sublandlord from MUS, LLC ("Landlord") pursuant to a Stable Lease dated December 31, 2018 (the "Master Lease").

C. Subtenant wishes to sublease from Sublandlord, and Sublandlord wishes to sublease to Subtenant, the Subleased Premises, upon the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Sublandlord and Subtenant hereby agree as follows:

1. SUBLEASE TERMS:

1.01 Subtenant's Notice Address.

MKE Urban Stables, Inc.  
Attn: President  
3038A North Cambridge Avenue  
Milwaukee, WI 53211

With a copy to:

Bruce Block, Esq.  
Reinhart, Boerner, Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202

1.02 Sublandlord's Notice Address.

City of Milwaukee  
c/o Milwaukee Police Department  
Attn: Office of the Chief  
749 West State Street  
Milwaukee, WI 53233

With a copy to:

Office of the City Attorney  
200 East Wells Street, Room 800  
Milwaukee, WI 53202

1.03 Subleased Premises.

1.03.1 The “Subleased Premises” shall mean:

(a) the following space within the Building, all as depicted on the floor plan attached hereto as Exhibit A-3 (the “Floor Plan”):

- (i) south office area and adjoining small conference room;
- (ii) barn manager’s office;
- (iii) small shower room;
- (iv) north twelve (12) stalls and center corridor;
- (v) north feed/storage room; and
- (vi) north tack room; and

(b) the south paddock located on the Property outside the Building, as depicted on the Site Plan.

1.04 Sublandlord's Exclusive Space. The “Sublandlord's Exclusive Space” shall mean:

1.04.1 the following space within the Building, all as depicted on the Floor Plan;

- (a) north office area and adjoining waiting area;
- (b) south twelve (12) south stalls and center corridor;
- (c) south toolroom/storage room; and
- (d) south tack room; and

1.04.2 the north paddock and shelter located on the Property outside the Building, as depicted on the Site Plan.

1.05 Permitted Use. Subtenant may use the Subleased Premises for (a) housing up to 12 horses and activities related to the care of those horses; (b) storage of supplies and equipment; (c) equine assisted therapy activities and other therapy activities; (d) community programs, including police community relations programs; (e) educational programs, including experiential learning programs; (f) community meetings, open houses, and other social events; and (g) office work and office activities.

1.06 Lease Term. The “Sublease Term” will commence on [April, 15, 2021] (the “Sublease Commencement Date”) and expires at midnight on the first anniversary of the Sublease Commencement Date. Following the initial term, this Sublease shall automatically renew for successive one (1) year

periods during the term of the Master Lease, provided however that Subtenant may terminate this Sublease by written notice to Sublandlord at least one hundred eighty (180) days prior to the end of the initial term or the then current renewal term and such termination shall be effective on the last date of the applicable term.

Notwithstanding the foregoing, as provided in the Master Lease, if Sublandlord acquires fee title to the Property, Sublandlord shall have the right to terminate this Sublease upon one-year's advance written notice to Subtenant (the "Termination Notice"), provided that Sublandlord may not exercise the right to terminate this Sublease prior to August 20, 2025. During the one-year period following delivery of the Termination Notice, the Subtenant shall have the right to purchase the Property from Sublandlord for the same price that Sublandlord paid to acquire the Property from Landlord and on the same terms as set forth in Subsection 16.06(e) of the Master Lease. Closing shall occur on or before the one-year anniversary of the date of delivery of the Termination Notice. If Subtenant does not acquire the Property from Sublandlord, then this Sublease shall terminate after expiration of the one-year period following delivery of the Termination Notice.

1.07 Subtenant's Proportionate Share. Subtenant's Proportionate Share shall be fifty percent (50%).

1.08 Real Property Taxes. The term "Real Property Taxes" shall have the meaning set forth in the Master Lease, but only to the extent Sublandlord is responsible for the same under the Master Lease.

## 2. DEMISE AND POSSESSION

2.01 Sublease. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord, the Subleased Premises, for the term, at the rental, and upon all of the conditions set forth herein. The Subleased Premises will be leased to Subtenant together with:

2.01.1 The non-exclusive right to use in common with Sublandlord:

(a) the following space located within the Building (the "Indoor Common Spaces"), all as depicted on the Floor Plan, including any furniture and equipment located within such Indoor Common Spaces:

- (i) entryway;
- (ii) entry lobby;
- (iii) multipurpose room and adjoining storage room;
- (iv) large conference room;
- (v) office building corridors;
- (vi) men's and women's restrooms;
- (vii) laundry room;
- (viii) indoor arena (including viewing area);
- (ix) arena storage area; and
- (x) stable corridor;
- (xi) tacking stalls (2);
- (xii) vet space; and
- (xiii) wash stall.

(b) the following space located on the Property outside the Building (the "Outdoor Common Spaces" and together with the Indoor Common Spaces, the "Common Spaces"), all as

depicted on the Site Plan, including any furniture and equipment located within such Outdoor Common Spaces:

- (i) parking lot;
- (ii) outdoor arena;
- (iii) storage shed; and
- (iv) all other outdoor spaces except the Subleased Premises and the

north paddock.

2.01.2 The right to install, use, maintain, replace and repair signage in and on Property as provided in, and subject to the terms of, Article 10 hereof;

2.01.3 Subject to Laws and other Requirements, the right to restrict access to, and provide security for, the Subleased Premises by use of (among other things) fences, gates and/or security personnel, all in a manner determined by Subtenant and reasonably acceptable to Sublandlord; and

2.01.4 All other rights of use specified in this Sublease.

The rights set forth in Sections 2.01.1 through 2.01.3 above will be without additional cost to Subtenant (except for Rent payable by Subtenant for the Subleased Premises as provided in this Sublease).

2.02 Sublandlord Representations, Warranties and Disclaimer.

2.02.1 Sublandlord hereby represents and warrants to Subtenant as follows:

(a) as of the Sublease Commencement Date, the Property will comply with Laws (including, without limitation, the Americans With Disabilities Act of 1990 (as amended), and all applicable building, fire and safety codes) and other Requirements in effect as of the Sublease Commencement Date; and

(b) as of the Sublease Commencement Date all systems and equipment serving the Subleased Premises including HVAC, electrical, sprinkler, plumbing and utility lines will be in good working order.

3. RENT

3.01 Rent.

3.01.1 All costs, expenses and charges payable by Subtenant under this Sublease are called "Rent." Tenant shall pay Rent then due at the place designated by Sublandlord in writing to Subtenant, and if no such place has been designated by Sublandlord, then to Sublandlord's address for notices set forth in Section 1.02 above. If the Sublease Term commences or ends on a day other than the first day of a calendar month, a prorated amount of Rent will be due with respect to such partial month (based on the actual number of days within such month).

3.01.2 Subtenant shall pay to Sublandlord, as Rent, Subtenant's Proportionate Share of Operating Costs.

(a) As used herein, the term "Operating Costs" shall include  
(1) Sublandlord's cost of reimbursement of Landlord's insurance under Section 10.06 of the Master

Lease; (2) costs incurred by Sublandlord for the maintenance and repair of the Building under Sections 4.02 and 12.01 of the Master Lease; (3) Sublandlord's costs of janitorial services to the Indoor Common Spaces; and (4) Sublandlord's cost of trash and recycling services to the Property.

(b) Operating Costs shall not include (1) except for Sublandlord's cost of trash and recycling services to the Property, costs incurred with respect to any portion of the Property outside of the Building; (2) costs of insurance obtained by Sublandlord in accordance with Section 10.07 of the Master Lease; (3) costs incurred with respect to Sublandlord's Exclusive Space; (4) stable services; (5) costs of maintenance and repair (I) caused by negligence or intentional misconduct of Sublandlord or its employees, contractors, agents or invitees (but rather Sublandlord shall be responsible for such maintenance or repair), or (II) as a result of the failure of Sublandlord to perform or observe any conditions or agreements contained in this Sublease (but rather Sublandlord shall be responsible for such maintenance or repair); and (6) costs of capital repairs and improvements.

(c) On or before the Commencement Date and during December of each year or as soon thereafter as practicable, Sublandlord shall give Subtenant written notice of its estimate of Subtenant's Proportionate Share of Operating Costs payable under this Section 3.01.2 for the following year. On or before the first day of each month thereafter, Subtenant shall pay to Sublandlord one twelfth (1/12th) of such estimated amounts, provided that if such notice is not given in December, Subtenant shall continue to pay on the basis of the prior year's estimate until the first day of the month after the month in which such notice is given. If at any time it appears to Sublandlord that the actual amounts payable hereunder for the then current year will vary from its estimate by more than five percent, Sublandlord promptly shall provide written notice to Subtenant, including Sublandlord's revised estimate for such year, and, if specified in such notice, subsequent monthly payments by Subtenant for such year beginning no sooner than sixty (60) days following such notice shall be based upon such revised estimate.

(d) Within 90 days after the end of each calendar year during the Sublease Term, Sublandlord shall deliver to Subtenant a written statement setting forth the total amount of Operating Costs for the preceding year and Subtenant's Proportionate Share thereof along with payment in the amount, if any, by which the payments previously paid by Subtenant for such year exceeds the Subtenant's Proportionate Share of Operating Costs for such year. If Subtenant's Proportionate Share of Operating Costs for such year exceeds the amounts paid by Subtenant pursuant to this Section 3.01.2 for such year, then Subtenant shall pay the amount of such excess to Sublandlord within ninety (90) days of receipt of such statement by Subtenant.

(e) Subtenant or its representatives shall have the right to examine Sublandlord's books and records or, at Sublandlord's option, copies thereof, with respect to Operating Costs during normal business hours within sixty (60) days following the furnishing of any written statement to Subtenant.

(f) For the years in which the Sublease Term commences and terminates, Subtenant shall pay only that proportion of the amount otherwise payable under this Section 3.01.2 which the number of days of the term of the Sublease falling within such year bears to 365 days, based upon the actual amounts due for the year of commencement and the estimated amounts due for the year of termination.

3.01.3 It is the expectation of the parties that the Property will be exempt from ad valorem property taxes. In the event Sublandlord is responsible to pay any Real Property Taxes pursuant to the Master Lease, Subtenant shall pay to Sublandlord, as Rent, Subtenant's Proportionate Share of Real Property Taxes.

(a) Subtenant will pay all taxes charged against trade fixtures, furnishing, equipment or any other personal property belonging to Subtenant in the Subleased Premises by the date that such taxes are due. Subtenant will use reasonable efforts to cause its personal property taxes billed separately from the Property.

(b) In the event Sublandlord is responsible to pay any Real Property Taxes pursuant to the Master Lease, Sublandlord shall provide the bill for each installment thereof to Subtenant at least forty-five (45) days prior to when due, or as soon thereafter as Sublandlord has received such bill. Subtenant shall pay its Proportionate Share of Real Property Taxes to Sublandlord prior to when due.

(c) If Real Property Taxes paid during any calendar year will be refunded to Sublandlord in whole or in part for any reason whatsoever, then Sublandlord shall refund to Subtenant Subtenant's Proportionate Share of such refund within thirty (30) days after Sublandlord receives such refund, or, if during the Sublease Term, credit such refund to Subtenant against the next installments of Rent becoming due hereunder. To the extent the final amount of Real Property Taxes is not known until after the Sublease Term, Subtenant shall pay any amount thereof owed to Sublandlord pursuant to this Section 3.01.3 within ninety (90) days after Subtenant receives an invoice therefore from Sublandlord, or Sublandlord shall pay any amount thereof owed to Subtenant pursuant to this Section 3.01.3 within ninety (90) days after Sublandlord received the applicable tax bill or bills (as applicable).

3.01.4 At the commencement of this Sublease, the removal of animal waste from the Property shall be handled as follows: Subtenant shall pay to Sublandlord a portion of the costs incurred by Sublandlord for removal of animal waste from the Property that is attributable to removal of animal waste produced by horses housed by Subtenant at the Subleased Premises.<sup>1</sup> Subtenant agrees that it will diligently pursue the installation of a second dumpster for Subtenant's sole use, such that both Subtenant and Sublandlord will have their own dumpsters to be used for the removal of animal waste. Sublandlord agrees to cover the cost of any concrete pad necessary to facilitate the installation of Subtenant's dumpster up a maximum amount of \$10,000. After the installation of Subtenant's dumpster, each party shall then be solely responsible for all costs associated with its respective dumpster.

3.02 Late Fees. If any installment of Rent is not paid on or before the date first due hereunder, then interest shall immediately commence to accrue thereon at the Default Rate until such installment is paid, regardless of whether such payment is made before such failure to pay becomes a Default hereunder. As used herein, "Default Rate" means the product of the variable Prime Rate as announced by the Wall Street Journal from time to time, plus 5% per annum.

#### 4. MAINTENANCE OF SUBLEASED PREMISES.

4.01 Sublandlord's Obligations. Except as otherwise provided herein, all repairs, replacements and maintenance on the Subleased Premises, including without limitation janitorial service and animal waste removal, and maintenance, repair and replacement of the electrical, fire protection, security, heating, air conditioning, and plumbing systems, shall be Sublandlord's responsibility at Subtenant's cost, provided however that prior to incurring any such cost, Sublandlord shall provide Subtenant with an estimate of the cost to be incurred and Subtenant may elect to perform or cause to be performed, at Subtenant's cost, such repair, replacement or maintenance. Notwithstanding anything to the contrary herein, Subtenant shall not be responsible for the costs of capital repairs and improvements, except to the

---

<sup>1</sup> The parties agree to determine a methodology for calculating Subtenant's share of costs for animal waste removal that is based on numbers and types of horses kept rather than square footage of the Subleased Premises.



extent such repairs and improvements are required due to the negligence or intentional misconduct of Subtenant or its employees, contractors, agents or invitees

4.02 Stable Services. Sublandlord shall not be obligated to provide stable services to the Subleased Premises, and Subtenant shall provide the same at Subtenant's cost. Subtenant shall provide all the equipment, tools, and machinery necessary to operate Subtenant's programs in the Subleased Premises, and Subtenant shall not use any of Sublandlord's equipment, tools, or machinery without Sublandlord's express, written consent.

5. SECURITY DEPOSIT.

5.01 During the Sublease Term, Subtenant will not be required to post or deposit any cash, letter of credit, security or other collateral as security for the obligations of Subtenant.

6. USE OF SUBLEASED PREMISES; QUIET CONDUCT

6.01 Generally; Compliance with Laws and Requirements. The Subleased Premises may be used and occupied only for Subtenant's Permitted Use as shown in Section 1.05 above. Subtenant shall, at its cost, obtain all licenses, permits or other authorizations required in connection with the occupancy of the Subleased Premises.

6.02 Operations. The Milwaukee Police Department Mounted Patrol (the "Mounted Patrol") and Subtenant each will identify a primary operations contact and a secondary operations contact (each, an "Operations Contact"). At least one Operations Contact for each party will meet on a regular basis to review overall operations at the Property. A party's questions regarding the other party's operations shall be directed to that other party's primary or secondary Operations Contact.

6.03 Scheduling of Shared Spaces. Subject to this Section 6.03, the Mounted Patrol and Subtenant will cooperate to maximize each party's use of the Common Spaces for each party's intended purposes.

6.03.1 The parties acknowledge that the programs to be offered by Subtenant at the Premises are a key component to the fundraising for the acquisition and development of the Building and Property and that the use of the multipurpose room and large conference room is necessary to such programs. Accordingly, the parties agree that Subtenant's use of the multipurpose room and large conference room is paramount to Sublandlord's use of the multipurpose room and large conference room. Therefore, Subtenant will be responsible for and control the schedule for the use of the multipurpose room and large conference room. Sublandlord shall have the right to use the multipurpose room and large conference room when such use does not conflict with use of the room by Subtenant.

6.03.2 The parties shall form a committee (the "Scheduling Committee") consisting of the primary and secondary Operations Contact of each party. Promptly after the Effective Date, the Scheduling Committee shall meet and adopt reasonable policies regarding the scheduling and use of the indoor arena and outdoor arena, which policies shall maximize each party's use of the arenas, recognizing the importance of using the indoor arena and outdoor arena for the purposes described in Section 1.05(c) through (f).

6.03.3 If any dispute or difference of any kind whatsoever (a "Dispute") arises between the parties in connection with, or arising out of, this Section 6.03, the parties shall attempt to settle such Dispute in the first instance by mutual discussions between their respective primary Operations Contacts. If the Dispute cannot be settled within fifteen (15) days (or such longer period as agreed to by the parties

to the Dispute) by mutual discussions between the Primary Operations Contacts, then either party may request that the chief administrative officer for the Milwaukee Police Department and the President of MKE Urban Stables, Inc. attempt to resolve the Dispute by mutual discussions. If the Dispute cannot be settled within fifteen (15) days of such request (or such longer period as agreed to by the parties to the Dispute) by such mutual discussions, then either party may submit the Dispute to Arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

6.04 Open to Public. It is intended that the Building and Property will be open to the public during established hours with the front desk attended by Subtenant's staff or trained volunteers. Sublandlord shall be responsible for the security of Sublandlord's Exclusive Space.

6.05 Space Rental. Notwithstanding Section 11.01, Subtenant may from time to time allow individuals and organizations in the community to use the Subleased Premises and/or Common Spaces for their events or programs; provided in the case of Common Spaces that the Common Spaces are not scheduled for use by Sublandlord. Subtenant may, but shall not be required to, charge rental fees for any such use. Rental fees collected by Subtenant for the use of the Subleased Premises shall be the property of Subtenant. Rental fees collected by Subtenant for the use of any Common Space "Common Space Rental Fees") will be used by Subtenant only to pay Rent; provided however that if Common Space Rental Fees collected and held by Subtenant at the end of any calendar month exceed estimated Rent payable by Subtenant for the next twelve (12) months, the amount of such excess shall be split 75% to Subtenant and 25% to Sublandlord (such split intended to reflect costs incurred by Subtenant in connection with scheduling such use and collecting such rental fees). Use of the Subleased Premises and/or Common Spaces by individuals or organizations in the community for their events or programs shall be subject to terms of a written space use agreement in form and substance reasonably satisfactory to Sublandlord and Subtenant.

## 7. PARKING

7.01 Use. Subtenant has the exclusive right to park in the parking areas located to the north of the Building, as well as the non-exclusive right to use all roads, driveways and access ways located on the Property.

## 8. UTILITIES

8.01 Generally. During the Sublease Term, Subtenant will be responsible for and shall pay to Sublandlord as Rent, Subtenant's Proportionate Share of water, gas, heat, light, power, sewer, electricity, or other services metered, chargeable to or provided to the Property.

8.02 Telephone. Subtenant will contract and pay for all telephone and similar services for the Subleased Premises.

## 9. MASTER LEASE.

9.01 Incorporation of Terms of Master Lease. This Sublease is and shall be at all times subject and subordinate to the Master Lease. Subtenant acknowledges that Subtenant has reviewed and is familiar with all of the terms, agreements, covenants and conditions of the Master Lease.

The terms, conditions and respective obligations of Sublandlord and Subtenant to each other under this Sublease as it relates to the Subleased Premises shall be the terms and conditions of the Master Lease, except for those provisions of the Master Lease which are directly contradicted by this

Sublease, in which event the terms of this Sublease shall control over the Master Lease. Therefore, for the purposes of this Sublease (with respect to the Subleased Premises), wherever in the Master Lease the word "Landlord" is used it shall be deemed to mean Sublandlord and wherever in the Master Lease the word "Tenant" is used it shall be deemed to mean Subtenant. Additionally, wherever in the Master Lease the word "Premises" is used it shall be deemed to mean the Subleased Premises. Any non-liability, release, indemnity or hold harmless provision in the Master Lease for the benefit of Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Landlord, and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Landlord under the Master Lease (a) of access or inspection, or (b) in respect of rules and regulations, which is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Landlord, and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease.

9.02 Modifications. For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

9.02.1 Approvals. In all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Sublease) requiring the approval or consent of Landlord, Subtenant shall be required to obtain the approval or consent of both Sublandlord and Landlord, which approval by Sublandlord shall not be unreasonably withheld.

9.02.2 Deliveries. In all provisions of the Master Lease requiring Tenant to submit, exhibit to, supply or provide Landlord with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to both Landlord and Sublandlord.

9.02.3 Damage; Condemnation. Sublandlord shall have no obligation to restore or rebuild any portion of the Subleased Premises after any destruction or taking by eminent domain. Any rights of Subtenant to abatement of Rent shall be conditioned upon Sublandlord's ability to abate rent for the Subleased Premises under the terms of the Master Lease. If Sublandlord is entitled to terminate the Master Lease for all or any portion of the Premises by reason of destruction or taking by eminent domain, Subtenant shall have the right to terminate this Sublease.

9.02.4 Insurance. Sublandlord shall have no obligation to maintain the insurance to be maintained by Landlord under the Master Lease. Except as otherwise provided herein, Subtenant shall have no obligation to maintain the insurance to be maintained by Tenant under the Master Lease. Subtenant, at all times during the Sublease Term (and during any period of holdover) and at Subtenant's sole expense, will maintain a policy of standard fire and extended coverage insurance with "all risk" (or its then current equivalent) coverage on all of Subtenant's property and equipment thereat to the extent of their full replacement value, which policy shall contain an express waiver, in favor of Sublandlord, of any right of subrogation by the insurer; and (b) a policy of commercial general liability coverage with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage insuring against all liability of Subtenant and its authorized representatives arising out of or in connection with Subtenant's use or occupancy of the Subleased Premises.

9.03 Exclusions. Notwithstanding the terms of Section 8.01 above, except as expressly provided herein, Subtenant shall have no rights nor obligations under the following parts, Sections and Exhibits of the Master Lease: 1.01 (Premises), 1.05 (Tenant's Permitted Use), 1.06 (Lease Term), 1.07 (Base Rent), 1.11 (Parking), 2.02 (Construction), 2.03 (Landlord's Construction Obligations and Warranties), 2.04 (Landlord Work Contractor Warranties), (2.05) Landlord Representations, Warranties and Disclaimer, 2.06 (Punch-List), 3 (Base Rent), 4 (Additional Rent), 5 (Security Deposit), 7 (Parking),

8 (Utilities), 10 (Hazards and Liability Insurance, except 10.01), 12 (Repairs), 13 (Signs and Landscaping), 16 (Assignment, Subletting, Transfers of Ownership and Option to Purchase), 23 (Notices), 24 (Waiver), 25 (Holding Over), 26 (Default of Landlord/Limitation of Liability), and all Exhibits.

#### 10. SIGNS AND LANDSCAPING

10.01 Subtenant may install any signage within the Subleased Premises without Landlord's approval, so long as the same comply with applicable Laws and the terms of Article 9 of the Master Lease,

10.02 Subtenant may install in the Common Space and anywhere on the Property outside the Building (other than Sublandlord's Exclusive Space): (i) any sign bearing Subtenant's name and/or logo or logo-type, (ii) any sign bearing the name and/or logo or logo-type of any activity, program or event undertaken by Subtenant, any third party or volunteer provider of Permitted Activities at the Property, or any party using the Subleased Premises or Common Space, or any portion thereof, pursuant to Section 6.05; and/or (iii) any signage related to safety or use of the Common Space or required by Subtenant's insurer, in each case, without Sublandlord's or Landlord's approval, so long as the same comply with applicable Laws and the terms of Article 9 of the Master Lease.

10.03 The installation of any other signage by Subtenant not permitted under Sections 10.01 or 10.02 shall require Sublandlord's and Landlord's prior approval, which will not be unreasonably withheld or delayed. Upon the expiration or sooner termination of this Sublease, Subtenant shall, at Subtenant's sole cost, remove all signage bearing Subtenant's name, and/or logo or logo-type, and repair any damage resulting therefrom. Subtenant shall not modify or remove any exterior signage installed by Sublandlord or Landlord. For the avoidance of doubt, signage identifying the Property as "MKE Urban Stables", including the monument sign near the front parking lot entrance, is not subject to removal under this Section 10.01.

#### 11. ASSIGNMENT, SUBLETTING, TRANSFERS OF OWNERSHIP AND OPTION TO PURCHASE

11.01 Generally. Except as provided in Sections 6.05 and 11.02 herein, Subtenant shall not, without prior written consent of Sublandlord and Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign, mortgage or otherwise transfer all or any part of Subtenant's leasehold estate, and/or sublet the Subleased Premises or any portion thereof to any other person or entity, or otherwise permit the use and/or occupancy of the Subleased Premises or any portion thereof by any person or entity other than Subtenant (collectively called "Transfer").

11.02 Third Parties and Volunteers. Notwithstanding Section 11.01, Subtenant may engage one or more third party service providers to perform one or more of the Permitted Activities. Third parties will be identified to Milwaukee Department Mounted Patrol (the "Mounted Patrol") in writing for approval, which shall not be unreasonably withheld. If approval or disapproval is not indicated in writing within fifteen (15) business days of identification, the third party shall be deemed approved. Employees and subcontractors of the third party service providers who will be present at the Subleased Premises and/or Common Spaces will be subject to a background check reasonably acceptable to the Mounted Patrol. Subtenant may engage one or more community volunteers to perform one or more of the Permitted Activities. Volunteers will be subject to a background check reasonably acceptable to the Mounted Patrol.

12. DEFAULT.

12.01 It shall constitute an event of default hereunder if Subtenant fails to perform any obligation hereunder (including, without limitation, the obligation to pay Rent), or any obligation under the Master Lease (except as expressly excluded pursuant to this Sublease), and, in each instance, Subtenant has not remedied such failure within any applicable grace or cure period contained in the Master Lease. Sublandlord shall have all remedies provided to the "Landlord" in the Master Lease as if a default had occurred thereunder and all other rights and remedies otherwise available at law and in equity. Sublandlord may resort to its remedies cumulatively or in the alternative.

12.02 If Subtenant fails to perform any of its obligations under this Sublease after expiration of applicable grace or cure periods, then Sublandlord may, but shall not be obligated to, perform any such obligations for Subtenant's account. All costs and expenses incurred by Sublandlord in performing any such act for the account of Subtenant shall be deemed Rent payable by Subtenant to Sublandlord within fifteen (15) days from demand. If Sublandlord undertakes to perform any of Subtenant's obligations for the account of Subtenant pursuant hereto, the taking of such action shall not constitute a waiver of any of Sublandlord's remedies.

13. CONSENTS AND APPROVALS.

13.01 Sublandlord shall not unreasonably withhold, or delay its consent to or approval of a matter if such consent or approval is required under the provisions of the Master Lease and Landlord has consented to or approved of such matter.

14. NOTICES

14.01 All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Sublease by either party to the other will be in writing and will be considered sufficiently given and served upon the other party if sent by certified or registered mail, return receipt requested, postage prepaid, delivered personally, or by a national overnight delivery service and addressed as indicated in Sections 1.01 and 1.02 hereof. All notices will be effective upon receipt (or refusal of receipt) thereof. Any party may change its address for notices (or add or subtract addresses for notices) under this Sublease from time to time by written notice thereof given to the other party as above provided.

15. WAIVER

15.01 The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Sublease will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Sublease be deemed a waiver by such party of its remedies or rights with respect to such a breach.

16. DEFAULT OF SUBLANDLORD.

16.01 Generally. If at any time during the Sublease Term Sublandlord shall fail to: (i) perform any of its obligations under this Sublease, or (ii) make any payments required of it pursuant to this Sublease, then in any of such events Subtenant may;

(a) if any such failure shall continue for a period of five (5) consecutive business days after Subtenant gives written notice thereof to Sublandlord, perform such obligations and/or make

such payments and deduct the cost thereof from the Rent; and

(b) if any such failure shall cause disruption in Subtenant's normal business operations being conducted on the Subleased Premises for a period of five (5) consecutive business days after Subtenant gives written notice thereof to Sublandlord, abate the Rent for the period of such disruption; and

(c) if any such failure prohibits Subtenant from conducting its normal business operations on the Premises for a period of twenty (20) consecutive days after Subtenant gives written notice thereof to Sublandlord, terminate this Sublease; and

(d) exercise any and all other rights and remedies available to Subtenant at law or in equity.

16.02 Arbitration. Except with respect to actions for the nonpayment of Rent, all disputes between Sublandlord and Subtenant under this Sublease will be submitted to arbitration in accordance with Section 26.04 of the Master Lease.

## 17. BROKERS

17.01 Each party represents and warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease.

## 18. QUIET POSSESSION

18.01 Subtenant, provided it is not in default hereunder, may quietly have, hold and enjoy the Subleased Premises during the Sublease Term without disturbance from Sublandlord or from any other person or entity claiming by, through or under Sublandlord.

## 19. DEFINED TERMS

19.01 All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Master Lease.

## 20. MISCELLANEOUS PROVISIONS

20.01 Governing Law. This Sublease is governed by and construed in accordance with the laws of the State of Wisconsin.

20.02 Negotiated Terms. This Sublease is the result of the negotiations of the parties and has been agreed to by both Sublandlord and Subtenant after prolonged discussion.

20.03 Multiple Parties. Whenever the singular number is used in this Sublease and when required by the context, the same will include the plural, and the masculine gender will include the feminine and neuter genders, and the word "person" will include corporation, firm, partnership, or association.

20.04 Captions. The headings or titles to paragraphs and sections of this Sublease are not a part of this Sublease and will have no effect upon the construction or interpretation of any part of this Sublease.

20.05 Entire Agreement. This instrument, including the exhibits and attachments hereto, contains all of the agreements and conditions made between the parties to this Sublease with respect to the subject matter hereof.

20.06 Successors Bound. The terms and provisions of this Sublease are binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Sublandlord and Subtenant.

20.07 Interpretational Rule. For purposes of this Sublease, whenever the words “include,” “includes,” “including,” “e.g.,” or “for example” are used, they will be deemed to be followed by the words “without limitation” (to the extent that such words do not, in fact, so follow).

20.08 Counterparts. This Sublease may be executed in any number of counterparts, each of which will constitute an original hereof, and all of which, taken together, will constitute one and the same agreement.

20.09 Amendments. This Sublease will not be amended, changed or modified in any way unless in writing executed by Sublandlord and Subtenant.

20.10 Severability. In the event any provision of this Sublease is found to be unenforceable, the remainder of the Sublease will not be affected, and any provision found to be invalid will be enforceable to the extent permitted by law.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE FOR SUBLEASE

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the day and year first above written.

SUBTENANT:

MKE URBAN STABLES, INC.,  
a Wisconsin corporation

SUBLANDLORD:

CITY OF MILWAUKEE, acting through the Milwaukee  
Police Department

By: \_\_\_\_\_

Name:

Its:

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

By: \_\_\_\_\_

Name: Jeffrey Norman

Its: Acting Chief of Police

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

Schedule of Exhibits

Exhibit A-1 - Legal Description  
Exhibit A-2 - Site Plan  
Exhibit A-2 - Floor Plan



CONSENT TO SUBLEASE

The undersigned hereby consents to the foregoing Sublease. This Consent to Sublease shall in no way release Sublandlord from any of its respective covenants, agreements, liabilities and duties under the Master Lease and any amendments thereto. This Consent to Sublease shall be deemed limited solely to this Sublease, and the undersigned reserves the right to consent to any further or additional subleases and to consent to any assignments of the Master Lease or Sublease.

Executed at this \_\_\_\_ day of \_\_\_\_\_ 2021.

MUS, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Edward M. Krishok, VP & Treasurer

**Exhibit A-1**

**LEGAL DESCRIPTION**

See Attached.

**Exhibit A-2**

**SITE PLAN**

See Attached.



## **MILWAUKEE URBAN STABLES**

Axon

07/29/2019

# Exhibit A-3

## FLOOR PLAN



