#### EXHIBIT - FIRST AMENDMENT AND NOTICE OF LEASE RENEWAL

(This document pertains to a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This First Amendment and Notice of Lease Renewal is made as of the 1<sup>st</sup> day of July, 2022, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin ("City"), and **Beauty Masters ALT LLC**, a Wisconsin limited liability company ("Lessee"; and together, the City and Lessee shall be called "Parties").

### WITNESSETH:

WHEREAS, the City and the Lessee are parties to that certain Lease dated July 1, 2021, and recorded on July 9, 2021, with the Dane County Register of Deeds as Document No. 5748539 ("Lease"); and

WHEREAS, the Lease pertains to the Lessee's use of a portion of the Building at the City's Property located at 1810 South Park Street, in Madison, Wisconsin, with the City's Property legally described in attached Exhibit A; and

WHEREAS, the Initial Term of the Lease expired on June

30, 2022, and the Parties desire to renew the Lease in accordance with Paragraph 6 of the Lease; and

WHEREAS, the Parties agree that certain provisions of the Lease shall be amended as provided herein.

NOW, THEREFORE, the Parties agree as follows:

- 1. Pursuant to Paragraph 6 of the Lease, the term of the Lease is hereby renewed for a one (1)-year period, commencing on July 1, 2022, and expiring on June 30, 2023 ("First Renewal Term").
- 2. Pursuant to Paragraph 4 of the Lease, during the First Renewal Term the Lessee shall pay monthly rent to the City in the amount of Ninety-Seven Dollars and 39/100 (\$97.39).
- 3. The following shall be added to Paragraph 23 of the Lease:

c. <u>Early Termination of Lease</u>. In addition to any other rights available in this Lease, in the event the Lessee contracts to move to the new building being developed at the Village on Park by the Urban League of Greater Madison, then the Lessee may terminate this Lease

Return to: City of Madison Economic Development Division Office of Real Estate Services P.O. Box 2983 Madison, WI 53701-2983

Tax Parcel No.: 251-0709-263-0501-6

by delivering notice of termination to the City a minimum of thirty (30) days in advance of such lease commencement at the new Urban League of Greater Madison building.

4. All other provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this First Amendment and Notice of Lease Renewal as of the date first set forth above.

**BEAUTY MASTERS ALT LLC**, a Wisconsin limited liability company

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

Tanisha Harbert, Member

State of Wisconsin ) )ss. County of Dane )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, the above named Tanisha Harbert, Member of the above named Beauty Masters ALT LLC, a Wisconsin limited liability company, known to me to be the person who executed the above foregoing instrument, and acknowledged that they executed the foregoing instrument as such Member as the deed of said limited liability company, by its authority.

Notary Public, State of Wisconsin

Print or Type Name My Commission expires:

Signatures continue on following page.

## **CITY OF MADISON**

By: \_\_\_\_\_\_\_Satya Rhodes-Conway, Mayor

By: Maribeth L. Witzel-Behl, City Clerk

# **AUTHENTICATION**

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Kevin Ramakrishna, Assistant City Attorney Member of the Wisconsin Bar

Execution of this document by the City of Madison is authorized by Resolution Enactment No. RES-\_\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_\_, 2022.

Drafted by the City of Madison Office of Real Estate Services Real Estate Project No. 12269

# EXHIBIT A

Legal Description of the City's Property

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION TWENTY-SIX (26), TOWN SEVEN (7) NORTH, RANGE NINE (9) EAST, FORMERLY TOWNSHIP OF MADISON, NOW CITY OF MADISON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE NORTH 0° 19' WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE CENTER LINE OF NEW PARK STREET FOR A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89° 27' WEST, 276.4 FEET; THENCE NORTH 38°55' WEST, 173.1 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, NORTHWESTERN RAILWAY; THENCE NORTH 51°05' EAST ALONG SAID RIGHT OF WAY LINE 355.2 FEET; THENCE SOUTH 64°38' EAST, A DISTANCE OF 118.1 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE SOUTH 0°19' EAST A DISTANCE OF 309.6 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THE ABOVE DESCRIBED LANDS THE FOLLOWING PARCELS:

1. THE EAST 53 FEET THEREOF.

A STRIP OF LAND 20 FEET IN WIDTH. MORE PARTICULARLY DESCRIBED AS 2. FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN; THENCE NORTH 0°19' WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE CENTERLINE OF NEW PARK STREET FOR A DISTANCE OF 150 FEET; THENCE NORTH 89°27' WEST, 276.4 FEET; THENCE NORTH 38°55' WEST, 153.1 FEET TO THE BEGINNING OF THIS DESCRIPTION OF THE PROPERTY HEREIN CONVEYED: THENCE CONTINUING NORTH 38°55' WEST 20 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTHWESTERN RAILWAY; THENCE NORTH 51°05' EAST, 355.2 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, LAST DESCRIBED COURSE CONSTITUTING THE NORTHWEST LINE OF THE PROPERTY HEREBY CONVEYED; THENCE SOUTH 64°38' EAST TO A POINT 20 FEET FROM THE AFOREMENTIONED NORTHWESTERLY LINE OF THE PROPERTY HEREBY CONVEYED. LAST MENTIONED 20 FEET BEING MEASURED AT RIGHT ANGLES TO THE SAID NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ON A LINE 20 FEET DISTANCE FROM AND PARALLEL TO SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING, NOW IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.