

## SECOND AMENDMENT TO LEASE

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This Second Amendment to Lease (“Second Amendment”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Arts & Literature Laboratory, Inc.** (“Lessee”) and the **City of Madison**, a Wisconsin municipal corporation (“City”).

### WITNESSETH:

WHEREAS, the Lessee and the City are parties to that certain Lease dated November 12, 2019 and recorded November 14, 2019 as Document No. 5540391 (“Lease”), amended by that certain First Amendment to Lease, dated February 4, 2021 and recorded on March 29, 2021 as Document No. 5710224 (“First Amendment”), both recorded in the office of the Dane County Register of Deeds; and

WHEREAS, the Lease pertains to a 2-story commercial space situated within a portion of the City-owned South Livingston Street Garage located at 111 S. Livingston Street, Madison, Wisconsin (“Property”), which is legally described as follows:

Lot 1, Certified Survey Map No. 14589, recorded in the Office of the Dane County Register of Deeds in Volume 101 of Certified Survey Maps, Pages 45-53, as Document No. 5351213.

WHEREAS, the Lease allows the Lessee to occupy and use the commercial space (“Leased Premises”) to operate a non-profit arts center; and

WHEREAS, the Lessee obtained a Certificate of Occupancy on July 22, 2020 for the Leased Premises, which sets forth a Commencement Date of August 1, 2020, per the conditions of the Lease; and

WHEREAS, the Lessee would like to invest capital into the Leased Premises through additional Lessee Improvements, as defined in the Lease, and the City agrees to amend the rent schedule in the Lease in recognition of the cost to construct the additional Lessee Improvements; and

WHEREAS, the proposed amendments to the Lease conditions will 1) revise the rent schedule and 2) identify the Lessee Improvements, to be completed within 24 months from the date set forth above.

NOW, THEREFORE, the Lessee and the City agree as follows:

1. Base Rent. Paragraphs a, b and c of the “Base Rent” provision set forth in numbered Paragraph 1 of the First Amendment shall remain as-is, while paragraphs d and e shall be deleted in their entirety and replaced with the following:

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

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Tax Parcel No.: 251-0709-134-1203-0 (Part of)

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- d. Beginning in the twenty-fifth (25<sup>th</sup>) calendar month following the Commencement Date, the Base Rent shall increase to Two Thousand Four Hundred Fifty and 00/100 (\$2,450.00) per month.
- e. Beginning in the forty-ninth (49<sup>th</sup>) calendar month following the Commencement Date, the Base Rent shall increase to Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) per month.
- f. Beginning in the sixty-first (61<sup>st</sup>) calendar month following the Commencement Date, the Base Rent shall increase to Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per month.
- g. Beginning in the seventy-third (73<sup>rd</sup>) calendar month following the Commence Date, the Base Rent shall increase to Four Thousand Nine Hundred and 00/100 Dollars (\$4,900.00) per month.
- h. Beginning in the eighty-fifth (85<sup>th</sup>) calendar month following the Commencement Date, the Base Rent shall increase to Five Thousand Six Hundred and 00/100 Dollars (\$5,600.00) per month.
- i. Beginning in the ninety-seventh (97<sup>th</sup>) calendar month following the Commencement Date, the Base Rent shall increase to Six Thousand Three Hundred and 00/100 (\$6,300.00) per month.
- j. Beginning in the one hundred and ninth (109<sup>th</sup>) month following the Commencement Date, the Base Rent shall increase by Three Percent (3%) per year compounded annually and rounded to the nearest dollar as shown in the following schedule:

<b>Month</b>	<b>Base Rent - Annual</b>	<b>Base Rent - Monthly</b>
Month 0-12	\$0	\$0
Month 13-18	\$29,400	\$2,450
Month 19-24	\$58,800	\$4,900
Month 25-48	\$29,400	\$2,450
Month 49-60	\$33,600	\$2,800
Month 61-72	\$42,000	\$3,500
Month 73-84	\$58,800	\$4,900
Month 85-96	\$67,200	\$5,600
Month 97-108	\$75,600	\$6,300
Month 109-120	\$77,868	\$6,489
Month 121-132	\$80,208	\$6,684
Month 133-144	\$82,620	\$6,885
Month 145-156	\$85,104	\$7,092
Month 157-168	\$87,660	\$7,305
Month 169-180	\$90,288	\$7,524

Month 181-192	\$93,000	\$7,750
Month 193-204	\$95,796	\$7,983
Month 205-216	\$98,664	\$8,222
Month 217-228	\$101,628	\$8,469
Month 229-240	\$104,676	\$8,723

2. Lessee Improvements. Pursuant to Paragraph 4(c) of the Lease, the Lessee received written approval from the City for additional Lessee Improvements.

e. This paragraph 4(e) shall be added to the Lease by this Second Amendment, which identifies the following additional Lessee Improvements, with the requirement that said improvements shall be completed no later than twelve (24) months after the date set forth above.

<b>Additional Lessee Improvements</b>	<b>Estimated Cost</b>
Acoustic Treatment Level 1 & 3	\$97,271
Automatic Doors & Access System	\$78,163
Complete Education Studio	\$142,000
Motorized Blinds	\$34,000
Level 3 Framing & Drywall	\$28,750
Installed A/V system	\$60,156
Lighting & Electrical	\$30,000
WiFi Installation & Equipment	\$8,274
<b>TOTAL</b>	<b>\$478,614</b>

3. All other provisions of the Lease and First Amendment remain unchanged and in full force and effect.

**[SEE NEXT 2 PAGES FOR SIGNATURES]**

IN WITNESS WHEREOF, the City and the Lessee have entered into this Second Amendment to Lease as of the date first set forth above.

**ARTS & LITERATURE LABORATORY, INC.**

By: \_\_\_\_\_  
Jolynne Roorda, Executive Director

State of Wisconsin    )  
                                  )ss.  
County of Dane         )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Jolynne Roorda, Executive Director of the above named Arts & Literature Laboratory, Inc., known to be the person who executed the above foregoing instrument and officers of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
(Print or Type Name)  
My Commission expires: \_\_\_\_\_

**CITY OF MADISON**

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

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

**AUTHENTICATION**

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

\_\_\_\_\_  
Name: Kevin Ramakrishna, Assistant City Attorney  
Title: Member, State Bar of Wisconsin

<b>Approved</b>	<b>Date</b>	<b>Approved</b>	<b>Date</b>
_____ David Schmiedicke, Finance Director	_____	_____ Eric Veum, Risk Manager	_____

<b>Approved as to Form</b>	<b>Date</b>
_____ Michael Haas, City Attorney	_____

Execution of this Second Amendment to Lease is authorized by Resolution Enactment No. RES-22-\_\_\_\_\_, File ID No. 72629 adopted by the Common Council of the City of Madison on the 2<sup>nd</sup> day of August, 2022.

Drafted by the City of Madison Office of Real Estate Services

Project No. 11752