

MEMORANDUM OF FINANCIAL ASSISTANCE TERM SHEET

MADISON CAPITAL REVOLVING FUND (MCRF)

Arts + Literature Laboratory (ALL)

August 30, 2019

The purpose of this Term Sheet ("Term Sheet") is to outline the principal terms and conditions of a grant in the amount of \$500,000 from the Madison Capital Revolving Fund grant (the "MCRF Grant") to be made by the City of Madison ("City") to Arts + Literature Laboratory (ALL) ("Borrower") to complete tenant improvements within the South Livingston Street Garage commercial space located at 111 S. Livingston Street ("Property").

The terms incorporated into the MCRF Grant documents will be as follows:

1. The Project. Borrower agrees to complete the Tenant Improvements, as defined in the Lease, to create artist center and studio space within the Property leased to the Borrower, as further described in the commercial lease between the City and Borrower ("Lease").
2. Form of Assistance. MCRF Grant shall be disbursed upon verification of compliance with all terms and conditions of the MCRF Grant, and evidence of costs incurred for Tenant Improvements.
3. Affirmative Action MGO 39.02 (9). Borrower and its contractors shall comply with all applicable provisions of the Madison General Ordinance (MGO) 39.02 (9), concerning contract compliance requirements. Prior to commencing construction, Borrower shall contact the City's Department of Civil Rights to assure that Borrower is in compliance with the aforementioned requirements. Borrower shall assist and actively cooperate with the Department of Civil Rights in obtaining the compliance of contractors and subcontractors with such applicable provisions of the Madison General Ordinance. Borrower shall allow maximum feasible opportunity to small business enterprises to compete for any contracts entered into pursuant to the contract.
4. Accessibility (MGO 39.05). Borrower shall submit a written assurance of compliance with Madison General Ordinance 39.05.
5. Equal Opportunity. Borrower shall comply with all applicable local, state and federal provisions concerning Equal Opportunity.
6. Ban the Box. Borrower shall comply with Madison General Ordinance 39.08 related to job applicant arrest and conviction records.
7. Material Changes. Any material changes to the size, use, ownership, or nature of the Project as of the date of introduction of a resolution to the Common Council to approve this MCRF Grant shall subject this MCRF Grant commitment to reconsideration by the City, or if the MCRF Grant has been made to immediate repayment of the MCRF Grant by Borrower.
8. Project Completion. Borrower shall guarantee that the first phase of Project construction shall be completed six (6) months from the execution of the Lease. The "first phase" is defined as the receipt of a certificate of occupancy, whether partial or final, for the Leased Premises, and occupancy by the Borrower.

9. Property Insurance. Prior to funding, evidence shall be provided that a property insurance policy of the proper type and amount of coverage to protect the City's participation has been obtained as outlined in the Lease.

10. Automatic Expiration. The MCRF Grant to Borrower shall be null and void in the event that Borrower does not execute the Lease with the City for the property within six (6) months of approval of the Lease by the Common Council.

If the terms and conditions outlined above are acceptable to Borrower please so indicate by signing in the space provided below. While it is the intent of the City to provide the MCRF Grant in a timely manner, no binding agreement will exist between the City and Borrower unless and until the terms and conditions are approved by the City's Common Council and is executed between the Mayor and City Clerk and Borrower.

ACCEPTANCE BY BORROWER

The terms and conditions as set forth in this term sheet are acceptable to Arts + Literature Laboratory. I further certify that I have the full authority to accept these terms and conditions on behalf of Arts + Literature Laboratory.



Authorized Member Signature

9/5/19

Date

Jolynne Roorda

Print or type name and title