



January 29, 2024

Dempsey One LLC
Attn: Matthew Pantzlaff
Total Real Estate Solutions

**RE: 1 Dempsey Rd.-Ste 4
Madison, WI 53714**

Dear Matthew,

Lee & Associates of Madison, LLC., is pleased to present the following proposal on behalf of Lendmark Financial Services, LLC ("Tenant") to lease the available suite within your shopping center.

This Letter of Intent (LOI) is not meant to be binding on either party, but rather, outlines the parameters by which Tenant would be interested in negotiating a lease. Please review the terms below and contact me with any questions or concerns.

TERMS

Premises: 1 Dempsey Rd.-Suite 4
Madison, WI 53714

Landlord: Dempsey One LLC

Tenant: Lendmark Financial Services, LLC.
1735 North Brown Rd, Suite 300
Lawrenceville, GA 30043

All Correspondences, bills, notices, etc. shall be sent to:
Lendmark Financial Services, LLC
Attn: Support Services
2118 Usher Street NW
Covington, GA 30014



Use: Consumer Lending Office

Premises Size: Approximately 1,121 RSF

Lease Term: Five (5) years. Tenant shall have the "option" to renew for an additional five (5) year term with 180-day advance written notice to Landlord prior to initial term expiration.

Occupancy Date: TBD

Rent Commencement: Base Rent to commence at time of Tenant Possession

Rental Rate: \$14.00/Ft (NNN)

Security Deposit: One (1) Month's rent to be submitted with Executed Lease

Lease Type: NNN
**NNN estimate \$6.00/Ft*

Tenant Expenses: Tenant shall pay its pro-rata share of taxes, common area maintenance ("CAM"), and insurance. Tenant shall be solely responsible for payment of separately metered utilities servicing the suite.

Escalator: 3.00 % Annually

Delivery Condition: Other than the requested removal, Landlord shall deliver the Premises in its current condition:

Signage: Landlord shall assist Tenant in obtaining all city/county approvals for Tenant's signage. Landlord shall allow Tenant to install signage to the full extent allowed by local ordinances. Tenant shall, at its expense, procure and install Tenant's prototypical signs on the suite entrance and other elevations per Landlord approval.



- Parking:** Tenant and Tenant's customers shall have the non-exclusive right to use the parking lot.
- Exclusivity Clause:** Consumer lending office and all associated products resulting from loan origination.
- Lease Agreement:** Landlord and Tenant shall enter into a mutually agreeable lease agreement, based on Landlord's standard form. Both parties agree that time is "of the essence" and shall act in good faith in negotiating such lease agreement.
- HVAC:** Landlord agrees to maintain and repair HVAC systems for duration of lease term at landlord's sole expense.
- Tenant Improvement:** Landlord shall provide Tenant a Tenant Improvement allowance of \$2.00 per square foot (\$2,422); paid after receipt of original lien waivers, copies of paid General Contractors Invoice or any invoices in excess of \$5,000.00 within 60 days of Tenant being open for business and Tenant has paid first month's rent.
- Entry Language:** Landlord agrees to provide Tenant with verbal notification of intent to enter premises at least two days in advance.
- Damage to Property:** If Premises are partially damaged by Twenty Five Percent (25%), or greater, and Landlord does not restore the Premises to full working condition within Sixty (60) days, Tenant shall have the right to terminate this lease. Said termination shall not constitute an event of default and all lease obligations shall terminate as of the date of damage.
- Government Approval:** Tenant shall have the right to terminate the lease provided that it is unable to obtain any and all permits required to operate the intended use in premises.



Internet Availability: Landlord represents that at least one high-speed Internet service is available to Tenant for provisioning of such service commensurate with the start of modifications. If high-speed Internet service is not immediately available, Landlord shall cooperate in expediting and facilitating access to the Tenant's Internet service provider of choice.

Note: High-speed Internet service is defined to be a minimum of 25Mbps down, 5Mbps up.

Utility Services: Landlord shall provide the space with all utilities present inside the leased premises as identified within the lease. (Stubbed with all tap and/or impact fees paid by landlord) Prior to the execution of lease or an acceptable period approved by tenant prior to lease execution. Utilities are defined as; Electrical, Water, Sewer and Gas services.

Cancellation: Tenant shall have the right and privilege of canceling and terminating this Lease effective at the end of the first 36 month period or at any time thereafter by giving Landlord notice of cancellation at least 90 days prior to such cancellation, provided Tenant shall continue to pay the rent due the Landlord to the date of such cancellation and shall further pay the sum of three month's rent of such privilege of cancellation.

Tenant Permits: Tenant shall be responsible for all required building and other permits and approvals, whether governmental or otherwise, required for Tenant's operation in the Premises for the Permitted Use (including but not limited to approval of any applicable state or local governmental authority to operate a typical Lendmark Financial consumer lending at the Premises and approval of Tenant's signage for the Premises) (the "Tenant Permits"). Tenant shall promptly commence and continuously undertake commercially reasonable efforts to obtain such Tenant Permits following the date of this Lease. If Tenant is unable to obtain the Tenant Permits on or by the thirtieth (30th) day following the Delivery of Possession Date, despite commercially reasonable efforts, then Tenant may first give Landlord written notice of such failure within such thirty (30) day period, and thereafter shall continue to pursue the Tenant Permits for an additional period of thirty (30) days, and Landlord shall provide good faith efforts, at no cost to Landlord, to assist Tenant in obtaining such Tenant Permits, and, if such Tenant Permits are not obtained within said additional period, then Tenant will have the right to



terminate this Lease within thirty (30) days after the expiration of such additional period upon written notice to Landlord, in which event the parties shall have no further rights or liabilities under this Lease (except for any that expressly survive termination of this Lease).

This letter constitutes a proposal of terms only and is not intended to constitute a binding agreement. A binding agreement shall only exist if Landlord and Tenant execute a written lease agreement in a form mutually agreeable to both parties. The parties further acknowledge that this letter does not address all of the essential terms of the agreement contemplated by this letter, which terms shall be the subject of further negotiation between the parties.

Lee & Associates® of Madison, LLC
A Member of Lee & Associates® Group of Companies
6430 Bridge Road, Suite 230, Madison, WI 53713
Office: (608) 327-4000 / Fax: (608) 327-4011
www.lee-associates.com



Sincerely,

Lendmark Financial Services, LLC
1735 North Brown Rd, Suite 300
Lawrenceville, GA 30043

ACKNOWLEDGED AND ACCEPTED:

By: Paula Gray

Name: Paula Gray

Title: Facilities Support Coordinator

Date: 1/29/24

Matthew Pantzlaff Owner

DocuSigned by:

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2024-Jan-29 | 12:27 PST