

URBAN DESIGN COMMISSION APPLICATION

UDC

City of Madison
Planning Division
126 S. Hamilton St.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635



FOR OFFICE USE ONLY:

Paid _____ Receipt # _____

Date received _____

Received by _____

Aldermanic District _____

Zoning District _____

Urban Design District _____

Submittal reviewed by _____

Complete all sections of this application, including the desired meeting date and the action requested.

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the phone number above immediately.

1. Project Information

Address: _____

Title: _____

2. Application Type (check all that apply) and Requested Date

UDC meeting date requested _____

- New development Alteration to an existing or previously-approved development
 Informational Initial approval Final approval

3. Project Type

- Project in an Urban Design District
 Project in the Downtown Core District (DC), Urban Mixed-Use District (UMX), or Mixed-Use Center District (MXC)
 Project in the Suburban Employment Center District (SEC), Campus Institutional District (CI), or Employment Campus District (EC)
 Planned Development (PD)
 General Development Plan (GDP)
 Specific Implementation Plan (SIP)
 Planned Multi-Use Site or Residential Building Complex

Signage

- Comprehensive Design Review (CDR)
 Signage Variance (i.e. modification of signage height, area, and setback)

Other

- Please specify _____

4. Applicant, Agent, and Property Owner Information

Applicant name _____ Company _____

Street address _____ City/State/Zip _____

Telephone _____ Email _____

Project contact person _____ Company _____

Street address _____ City/State/Zip _____

Telephone _____ Email _____

Property owner (if not applicant) _____

Street address _____ City/State/Zip _____

Telephone _____ Email _____

5. Required Submittal Materials

- Application Form
- Letter of Intent
 - If the project is within an Urban Design District, a summary of how the development proposal addresses the district criteria is required
 - For signage applications, a summary of how the proposed signage is consistent with the applicable CDR or Signage Variance review criteria is required.
- Development plans (Refer to checklist provided below for plan details)
- Filing fee
- Electronic Submittal*



Each submittal must include fourteen (14) 11" x 17" collated paper copies. Landscape and Lighting plans (if required) must be full-sized. Please refrain from using plastic covers or spiral binding.

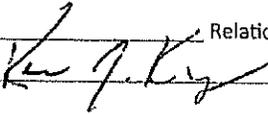
Both the paper copies and electronic copies must be submitted prior to the application deadline before an application will be scheduled for a UDC meeting. Late materials will not be accepted. A completed application form is required for each UDC appearance.

For projects also requiring Plan Commission approval, applicants must also have submitted an accepted application for Plan Commission consideration prior to obtaining any formal action (initial or final approval) from the UDC. All plans must be legible when reduced.

**Electronic copies of all items submitted in hard copy are required. Individual PDF files of each item submitted should be compiled on a CD or flash drive, or submitted via email to udcapplications@cityofmadison.com. The email must include the project address, project name, and applicant name. Electronic submittals via file hosting services (such as Dropbox.com) are not allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at (608) 266-4635 for assistance.*

6. Applicant Declarations

1. Prior to submitting this application, the applicant is required to discuss the proposed project with Urban Design Commission staff. This application was discussed with Janine Glaser on 3/2/2018.
2. The applicant attests that all required materials are included in this submittal and understands that if any required information is not provided by the application deadline, the application will not be placed on an Urban Design Commission agenda for consideration.

Applicant name Jennifer Lane Relationship to property Commercial Tenant
 Authorized signature of Property Owner  Date 3/5/18

7. Application Filing Fees

Fees are required to be paid with the first application for either initial or final approval of a project, unless the project is part of the combined application process involving the Urban Design Commission in conjunction with Plan Commission and/or Common Council consideration. Make checks payable to City Treasurer. Credit cards may be used for application fees of less than \$1,000.

Please consult the schedule below for the appropriate fee for your request:

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Urban Design Districts: \$350 (per §35.24(6) MGO). <input type="checkbox"/> Minor Alteration in the Downtown Core District (DC) or Urban Mixed-Use District (UMX) : \$150 (per §33.24(6)(b) MGO) <input type="checkbox"/> Comprehensive Design Review: \$500 (per §31.041(3)(d)(1)(a) MGO) <input type="checkbox"/> Minor Alteration to a Comprehensive Sign Plan: \$100 (per §31.041(3)(d)(1)(c) MGO) <input type="checkbox"/> All other sign requests to the Urban Design Commission, including, but not limited to: appeals from the decisions of the Zoning Administrator, requests for signage variances (i.e. modifications of signage height, area, and setback), and additional sign code approvals: \$300 (per §31.041(3)(d)(2) MGO) | <p>A filing fee is not required for the following project applications if part of the combined application process involving both Urban Design Commission and Plan Commission:</p> <ul style="list-style-type: none"> — Project in the Downtown Core District (DC), Urban Mixed-Use District (UMX), or Mixed-Use Center District (MXC) — Project in the Suburban Employment Center District (SEC), Campus Institutional District (CI), or Employment Campus District (EC) — Planned Development (PD): General Development Plan (GDP) and/or Specific Implementation Plan (SIP) — Planned Multi-Use Site or Residential Building Complex |
|--|---|



March 7, 2018

**City of Madison
Department of Planning and Community Development
126 S. Hamilton St.
P.O. Box 2985
Madison, WI 53701**

Re: Proposed façade improvement
Laquerus Nail Salon
426 W Gilman Street
Madison, Wisconsin

On behalf of the tenant Laquerus, I am submitting this Urban Design Commission Application and Façade Improvement Grant Application for the existing mixed-use development located at 426 W Gilman Street.

This project is located in the State-Langdon neighborhood of district 4. We are proposing replacing the wood framed storefront and doors with thermally improved low-e glazed aluminum framed storefront and doors, the addition of exterior light fixtures in the form of (2) gooseneck downlights and 2 can lights within the entry alcove, a new back-lit sign, and painting the existing door and surrounding wall.

Project Overview:

The proposed improvements are part of an existing mixed-use (business/multi-family) development located south of State Street.

Project Team:

Owner:

Over State, LLC c/o Opitz Management
Conrad Opitz
502 North Eau Clair Ave.
Madison, WI 53703
608-273-0228
kc@opitzrealty.com

Tenant:

Laquerus Nail Salon
Jennifer Lane & Priyanka Verma
25 West Main St., 5th Floor
Madison, WI 53703
315-440-8992
jen@laquerus.com

Architect:

Sketchworks Architecture, LLC
Ross Treichel
7780 Elmwood Ave., suite 208
Middleton, WI 53562
608-836-7570
sjshulfer@shulferarchitects.com



Project Data:

Site Use: Mixed Use Development (residential & retail/office)
Project Name: Laquerus Nail Salon

Lot size: 1,479 sf
Existg Building ftprnt: 1,297 sf

Automobile Parking: Public street parking only
Bicycle Parking: Public bike parking only

Building Height: Total 2 stories, approximately 25' above grade
Floor 1 = Business
Floor 2 = Multi-family residential

Apartment Total: 2 Total Units

Zoning District:

The property is currently zoned DC, Downtown Core

Site Design:

The site has been developed and will remain unchanged. The site consists of the building and portion of a back ally.

Entry to the tenant is designed to accommodate pedestrian flow from the street side via sidewalk. Access to the second-floor residential units is available through an existing door in the middle of the façade.

Exterior Building Design:

The enclosed plans and renderings illustrate and call out all material selections. All masonry on the building is existing and will be tuck-pointed to ensure stability and cleanliness. The new storefront is to be constructed of anodized alumni frames with clear low-e insulated glazing.

We are seeking initial and final UDC approval. I look forward to discussing this project more in the coming weeks.

Respectfully,

Ross Treichel
SKETCHWORKS ARCHITECTURE, LLC

TENANT BUILD-OUT

424 WEST GILMAN STREET
MADISON, WI 53703

PROJECT DATA

LOCATION: 426 W. GILMAN STREET
MADISON, WI 53703

REGULATING MUNICIPALITIES:
CITY OF MADISON
DANE COUNTY
STATE OF WISCONSIN

BUILDING CODE:
CITY OF MADISON ZONING ORDINANCES
[NAME] COUNTY ZONING ORDINANCES
WISCONSIN ADMINISTRATIVE CODE
2009 INTERNATIONAL BUILDING CODE
ACCESSIBILITY ANSI A117.1 - 2009

PROJECT DESCRIPTION:
EXISTING MULTI-USE DEVELOPMENT

OCCUPANCY:
FIRST FLOOR: "B" BUSINESS
SECOND FLOOR: "R-2" RESIDENTIAL

CONSTRUCTION TYPE:
TYPE "VB"
2 STORY
NON-SPRINKLERED

TOTAL BUILDING AREA:
FIRST FLOOR = 1,297 SF
SECOND FLOOR = 1,297 SF
TOTAL = 2,594 SF

AREA/ NUMBER OF OCCUPANTS:
BUSINESS @ 100 GROSS = 13 OCC

PLUMBING:
REQUIRED:
MEN @ 1/25 TOILET/UR. = 1 LAV = 1
WOMEN @ 1/25 TOILET = 1 LAV = 1
TOTAL REQ'D = 2 = 2
TOTAL SUPPLIED (OCC <15) = 1 = 1

FIRE CONTROL:
THIS IS A NON-SPRINKLERED EXISTING BUILDING
NO FIRE AREAS PROVIDED
PORTABLE FIRE EXTINGUISHERS (906.3.1) MAX AREA 3000 SF, MAX DISTANCE 75 FEET

EXIT TRAVEL DISTANCE:
NON-SPRINKLERED BUILDING = 250 FT MAX TRAVEL
75 FT COMMON PATH OF TRAVEL

ACCESSIBILITY:
PER ANSI A117.1

GENERAL PROJECT NOTES:

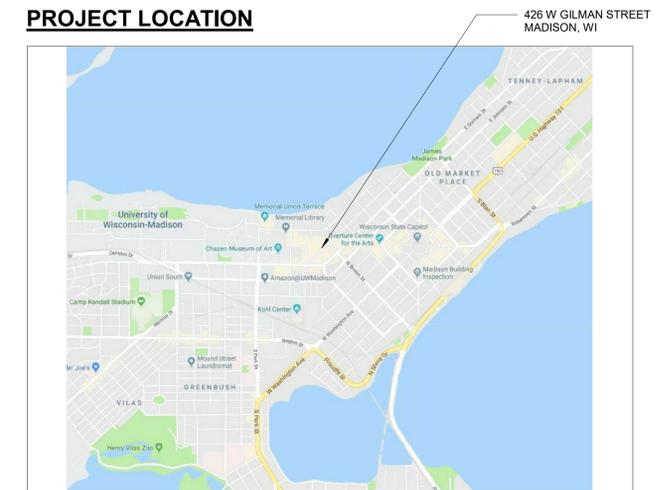
- DIMENSIONS ARE TO FACE OF STUD OR TO COLUMN CENTERLINE UNLESS NOTED OTHERWISE. VERIFY ALL EXISTING CONDITIONS AND ADJUST WALL DIMENSIONS ACCORDINGLY. CONTACT ARCHITECT WITH ANY DISCREPANCIES.
- CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY UPON DISCOVERING ANY DISCREPANCIES OR CONFLICTING INFORMATION IN THESE DOCUMENTS. CONTRACTOR SHALL CAREFULLY REVIEW AND COMPARE ALL DRAWINGS DURING THE BIDDING PERIOD AND BEFORE INSTALLATION OF THEIR WORK. ANY INCONSISTENCIES IN THE DRAWINGS SHALL BE REPORTED PROMPTLY TO THE ARCHITECT AND ENGINEER(S) FOR CLARIFICATION.
- DO NOT SCALE DRAWINGS. THE DRAWINGS ARE NOT NECESSARILY TO SCALE - USE GIVEN DIMENSIONS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
- CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER IMMEDIATELY UPON DISCOVERING ANY UNANTICIPATED EXISTING SITE CONDITIONS AFFECTING THE EXECUTION OF THESE DOCUMENTS (SUCH AS HAZARDOUS MATERIALS, ETC.).
- CONTRACTOR SHALL ABIDE BY ALL LOCAL, STATE AND FEDERAL CODES AND REGULATIONS GOVERNING THIS PROJECT.
- JOB SITE SHALL BE BROOM SWEEPED AND CLEAN AT THE END OF EACH DAY. ALL DEBRIS SHALL BE PICKED UP AND DISPOSED OF PROPERLY INTO APPROVED CONTAINER.
- MAINTAIN DESIGNATED EGRESS ROUTES DURING CONSTRUCTION BY KEEPING CLEAR OF CONSTRUCTION DEBRIS AND CLEARLY MARKING THE PATH OF EGRESS TRAVEL.
- ALL MECHANICAL (HVAC), ELECTRICAL, AND PLUMBING ("MEP") DESIGN AND CONSTRUCTION TO BE BY A DESIGN-BUILD DELIVERY METHOD AND ARE SUBSEQUENTLY NOT PART OF THESE DOCUMENTS. IT IS THE MEP CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE GENERAL CONTRACTOR AND WITH THESE DRAWINGS THE FINAL DESIGN, RETROFIT AND INSTALLATION OF THESE SYSTEMS. NOTIFY THE ARCHITECT PRIOR TO MAKING ANY REVISIONS TO THE STRUCTURE OR ARCHITECTURAL FEATURES.
- ELECTRICIAN TO VERIFY NEW LIGHT FIXTURE LAYOUT AND SUBMIT LIGHTING ENERGY CALC'S AS REQUIRED PER CODE. REVIEW PLAN AND LIGHTING FIXTURE SELECTION WITH ARCHITECT.
- HVAC CONTRACTOR SHALL SUBMIT PROPER DESIGN DRAWINGS AS NEEDED FOR PLAN APPROVAL AND BUILDING PERMITS.
- ENSURE A CLEAR PATHWAY TO ALL EXISTS IS MAINTAINED AND SUSTAINED.
- WITHIN THIS DOCUMENT "NORTH, SOUTH, EAST, WEST" ARE REFERRED TO AS PROJECT NORTH AND MAY NOT BE TRUE NORTH
- ALL EXPOSED WOOD, OR IN CONTACT WITH CONC. OR MASONRY, SHALL BE PRESSURE TREATED
- VERIFY ALL ROUGH OPENINGS WITH RESPECTIVE MFG
- PROVIDE SOUND BATT INSULATION AT ALL SEPARATION WALLS, AND AT BATHROOM, AND MECHANICAL ROOM WALLS
- PROVIDE MOISTURE RESISTANT GWB AT ALL PLUMBING WALLS
- PROVIDE GFI OUTLETS NEAR WATER SOURCES AND AS REQUIRED BY CODE
- VERIFY SELECTED APPLIANCES IN TYPE "A" UNITS, AND COMMON ROOMS MEET ACCESSIBILITY CODE ANSI A 117.1 2009
- PROVIDE 2X BLOCKING AT ALL GRAB BAR LOCATIONS IN ALL UNITS PER ANSI A117.1 2009
- FIELD VERIFY ALL CABINET LAYOUTS AND COORDINATE DIMENSIONS WITH SELECTED APPLIANCES AND FIXTURES, PROVIDE END PANELS AT ALL EXPOSED CABINET ENDS
- SUBMIT ALL FIXTURES, APPLIANCES, MATERIALS, SHOP DRAWINGS, PLAN MODIFICATIONS TO THE ARCHITECT FOR REVIEW AND APPROVAL

SHEET INDEX			
SHEET NUMBER	SHEET NAME	REVISIONS	
		MARK	DATE
GENERAL			
A0.1	COVER SHEET		
CIVIL - SITE LIGHTING			
E1	SITE LIGHTING LAYOUT		
E2	FIXTURE CUT SHEETS		
ARCHITECTURAL			
A3.0	EXISTING CONDITIONS		
A3.1	PROPOSED BUILDING ELEVATION		



1 BUILDING PERSPECTIVE

PROJECT LOCATION



BUILDING LOCATION



PROJECT CONTACTS:

OWNER:
OVER STATE, LLC
c/o OPITZ MANAGEMENT
502 N. EAU CLAIR AVE.
MADISON, WI 53703

TENANT:
LAQUERUS
426 W. GILMAN STREET
MADISON, WI 53703

CONTACT:
JENNIFER LANE
PRIYANKA VERMA
315-440-8992

ARCHITECT:
SKETCHWORKS ARCHITECTURE, LLC
7780 ELONWOOD AVE., STE 208
MIDDLETON, WI 53562

CONTACT:
STEVE SHULFER (ARCHITECT)
ROSS TREICHEL (DESIGNER)
608-836-7570

GENERAL CONTRACTOR:
TBD
ADDRESS
CITY, ST ZIP

CONTACT:
NAME
PHONE

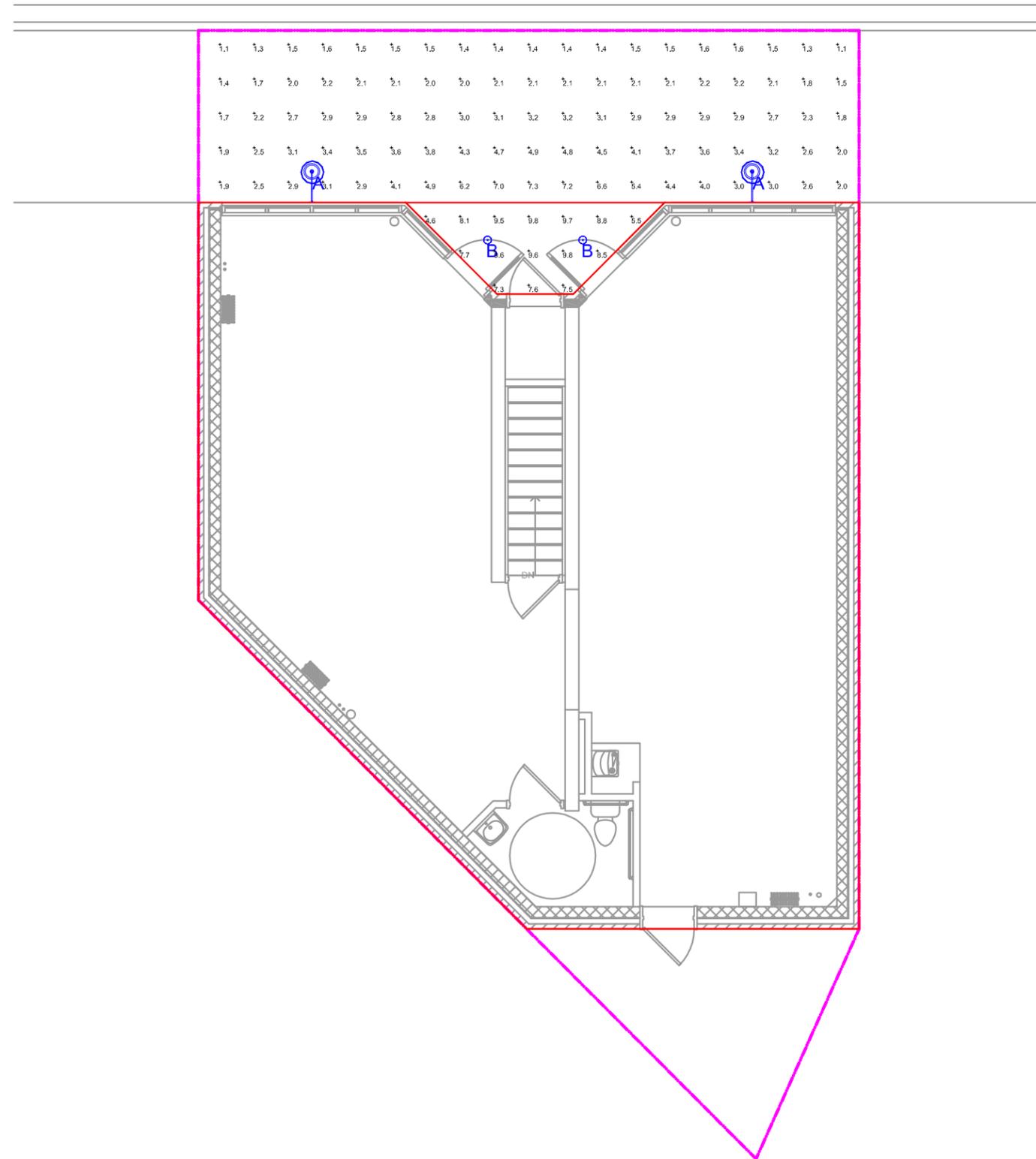
LIGHTING DESIGNER:
ENTERPRISE LIGHTING & CONTROL
207 PEWAUKEE ROAD
WAUKESHA, WI 53188

CONTACT:
ALEXANDRA SPARKS
262-9536842

Project Status

2018.03.07 UDC SUBMITTAL

WEST GILMAN ST



Luminaire Schedule							
Qty	Label	Arrangement	LLF	Description	Lum. Watts	Total Watts	Lum. Lumens
2	A	SINGLE	0.900	Baselite + W514/finish/LWTM/B1/10WLED	12.9792	25.9584	1019
2	B	SINGLE	0.900	HALO + ML56068xx-692H	9	18	722

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE	Illuminance	Fc	3.54	9.8	1.1	3.22	8.91



Enterprise Lighting LTD

**426 W GILMAN
MADISON, WISCONSIN**

**SITE
LIGHTING LAYOUT**

DATE MAR 6, 2018	SCALE 1/8" = 1'- 0"	SHEET NUMBER E1
---------------------	------------------------	--------------------

Description

The Halo ML56 LED Downlighting System is a series of modular LED Light Modules for use with designated 5" or 6" ML56 LED trims in new construction, remodel and retrofit installation. Compatible with Halo 5" H550 and 6" H550, H250 Series LED housings. And, a retrofit of existing housings the ML56 Series fits 5" or 6" Halo, All-Pro, and others. ML56 system offers shallow trims for installation in Halo, All-Pro and others shallow housings. ML56 Light Modules are offered in 600 Series, 900 Series, and 1200 Series, 80CRI or 90CRI, and four color temperatures: 2700K, 3000K, 3500K, 4000K. ML56 Light Modules are universal voltage 120V - 277V and dimmable at 120V. The ML56 lens provides uniform diffuse illumination standard.

Catalog #		Type	
Project		Date	
Comments			
Prepared by			

Specification Features

- Mechanical**
- Light Module includes LED package, LED driver, heat sink, and lens
 - Durable die-cast aluminum construction
 - Heat sink designed to conduct heat away from the LED keeping the junction temperature below specified maximums, including insulated ceiling environments
- Lens**
- Impact-resistant polycarbonate
 - Convex form for lamp-like appearance
 - High lumen transmission
 - Diffusing for even illumination
- Mounting**
- Light Modules attach to reflector and baffle trims via locking tabs, and attach to eyeballs via keyed twist-to-lock mating bosses
 - The complete light module and trim assembly installs into housings with precision formed torsion springs located on the trim
 - Friction Blade mounting is an alternate option using the accessory F Friction Blade Kit (model ML56CLIP (sold separately)). Friction blades provide alternative to torsion springs for retrofit in 6" housings without torsion mounting tabs. The stainless steel friction blades allow the ML56 to be installed in a wider range of housings, and allow rotation in the housing aperture (350 degrees).

- Housing Compatibility**
- A complete ML56 system includes a LED Light Module, LED trim, and a compatible housing (new construction, remodel, or existing retrofit). Housing compatibility in the ML56 System is determined by the ML56 trim dimensions. ML56 trims are available in 5" and 6" aperture (5" = 59mm series and 6" = 68mm series trims). Refer to Housing - Trim Section in this document.
- LED**
- 600 Series = 600 design lumens typical
 - Delivered lumens vary depending upon CRI, color temperature, and trim finish.
 - Color Temperature options: 2700K, 3000K, 3500K, 4000K
 - CRI: 80

- 170 to 50,000 hours, projected in accordance with IES TM-21
 - LED is a chip on board design consisting of a multiple LED package to create one virtual light source for a productive "cone of light"
- Color Specification & Quality Standards**
- A light chromaticity specification ensures LED color uniformity, sustainable Color Rendering Index (CRI) and Correlated Color Temperature (CCT) over the useful life of the LED
 - LED color uniformity of 3 SDCM, exceeds ENERGY STAR® color standards per ANSI CRB-217, 2008
 - Every Halo LED Light Module is quality tested and performance measured, and then serialized in a permanent record to register lumens, wattage, CRI and CCT

- Dimming**
- Designed for dimming capability to nominal 5% in normal operation with standard 120V leading edge (EL) and trailing edge (ET) phase control dimmers. (Consult dimmer manufacturer for dimmer compatibility and details. Note, some dimmers require a neutral in the wallbox.)
- Warranty**
- Cooper Lighting provides a (5) five year limited warranty on the Halo ML56 LED Light Module.

- LED Module in New or Retrofit Existing Construction - Housings other than Halo or All-Pro**
- If used in recessed housings other than Halo or All-Pro the Cooper Lighting 5-year limited warranty applies to the LED Light Module and trim only.
 - As with any electrical installation, a qualified electrician must ensure compatibility of use with a particular housing; this includes all applicable national and local electrical and building codes. Installer is responsible to properly and securely retain the LED Module and LED Trim in the housing at time of installation.

- Ground Connection**
- Separate grounding cable included on the module for attachment to the housing during installation.



HALO®
ML56 LED System
600 Series / 80 CRI

5-inch and 6-inch 600 Lumen LED Light Module for New Construction, Remodel and Retrofit

For use with 59x and 68x Series Trims

FOR USE IN INSULATED CEILING AND NON-INSULATED CEILING RATED HOUSINGS

HIGH EFFICACY LED WITH INTEGRAL DRIVER - DIMMABLE

Energy Data

ML56 600/80 Series

(Values at non-dimming line voltage)
Minimum Starting Temp: 30°C (86°F)
DIMMABLE (CCT: 2700K, 3000K, 3500K, 4000K)
Sound Rating: Class A

Input Voltage: 120V-277V
Power Factor: >0.95 @ 120V and >0.97 @ 277V
Heat Frequency: 50/60Hz
SHD: <20%
Max. Rated Wattage: 15W
Input Power: 9.5W
Heat Current at 120V: 0.15A
Input Current at 277V: 0.08A
Driver Compliance: IAS/UL Class II rated
Maximum C (Insulated Ceiling Ambient Conditions Operating Temperature: 20°C (68°F))
Maximum Non-IC Ambient Conditions Operating Temperature: 40°C (104°F)

ADV1416889
3/02/2016

ML56 LED System 600 Series / 80 CRI

Photometry 6" Trims • 600 Series • 80 CRI

Multiplexer Table

CCT Option	2700 K	3000 K	3500 K	4000 K
CC Multiplier	0.97	1.00	1.10	1.14

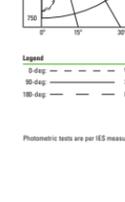
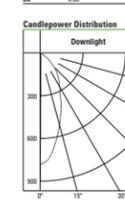
Table based upon testing with 3000°K color temperature, 80CRI. Multiplexers may be used to determine relative lumen values with other color temperatures.

ML5606827
5" or 6" LED 600 Series

ML5606830
5" or 6" LED 600 Series

ML5606835
5" or 6" LED 600 Series

ML5606840
5" or 6" LED 600 Series



ML5606830-69HWB

Test Number: F120212

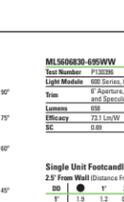
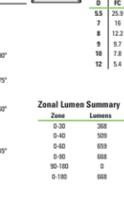
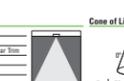
Light Module: 600 Series, 80CRI

Trim: 6" Aperture, Directional Eyeball

Lumens: 726

Efficiency: 99.7 lum/W

SC: 1.21



ML5606835-69HWB

Test Number: F120212

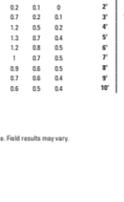
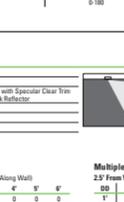
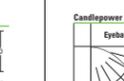
Light Module: 600 Series, 80CRI

Trim: 6" Aperture, Wall Wash with Special Clear Trim and Specular Clear Kick Reflector

Lumens: 693

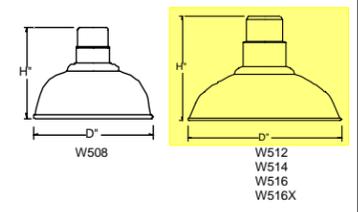
Efficiency: 73.1 lum/W

SC: 0.89



WAREHOUSE SHADES

PREPARED BY: _____
TYPE: _____
JOB NAME: _____
DATE: _____
CERTIFICATION: UL LISTED



MODEL#	D"	H"
W508	8	6
W512	12	8
W514	14	9
W516	16	9

FINISH-Five stage pretreatment process, coated with a lead free TGI C polyester powder coat finish. White is standard inside reflectors. Except #49-Galvanized, #62-Anodized Bronze and #63-Iron Rust. Unless specified. Custom colors and Marine are available upon request.

MOUNTING- 1/2" or 3/4" tapped hub is supplied. Top or side mount available. Fixtures are pre-wired with 48" or 96" leads. Available with cord or stem sets.

REFLECTOR- Spun from heavy gauge 1100-0 aluminum, ranging in thickness from .050 to .125. Galvanized is from 20 gauge sheets. Copper is spun from .040 gauge and 110 soft alloy.

LAMP HOLDERS- Accommodates Incandescent medium base porcelain socket, copper shell with nicked plate, rated 250W, 660W. Compact Fluorescent 4 pin heat resistant thermoplastic socket accommodates 26/32W (Gx24q-3 base) and 42W (Gx24q-4 base). Twist lock design provides for vibration and earthquake resistance, rated 75W, 600W. High Intensity Discharge (H.I.D.) medium base, 4KV pulse start socket, rated 660W/600V. LED. A minimum of 60,000 hours to 100,000 expected life depending on installation location and ambient temperature.

MODEL#	FINISH	LIGHT SOURCE				MOUNTING OPT.
		INC	CF ¹	HID ¹	LED ¹	
W508	40-copper w/coat 41-black 42-dr. green	100W	26W	35W	10W	-Arm extension -Post Mts & Pole -Stem -Cord ² -Cable & Chain -Hub
			26W	35W	10W	
W512	43-red 44-white 45-med. blue 46-yellow	150W	32W	50W	20W	
			32W	50W	20W	
W514	48-polish alum. 49-galvanized 50-navy blue	200W	42W	70W	36W	
			42W	70W	36W	
W516	51-arch. Bronze 52-patina 53-rust 54-stucco	200W	100W			
			100W			
W516X	55-sage 57-polish alum w/coat 58-satin alum. clear coat 59-coppertone 60-canal green 61-anod. charcoal 62-anod. bronze 63-iron rust	200W	100W			
			100W			

¹REMOTE BALLAST/DRIVER
²INC MAX WATTAGE 150W
CALL FACTORY FOR HIGHER WATTAGE

PHONE: 877-999-1990
FAX: 877-999-1955

12260 EAST END AVE. CHINO, CA 91710

MADE IN U.S.A.

UL LISTED

Cooper Lighting
by E.T-N

Cooper Lighting
by E.T-N

Enterprise Lighting LTD

**426 W GILMAN
MADISON, WISCONSIN**

**SITE
LIGHTING LAYOUT**

DATE	SCALE	SHEET NUMBER
MAR 6, 2018	1/8" = 1'-0"	E2



CITY OF MADISON
FAÇADE IMPROVEMENT GRANT PROGRAM

Building and beautifying Madison, one storefront at a time

Department of Planning & Community & Economic Development
 Economic Development Division
 30 W. Mifflin St Suite 800
 Craig Wilson, 266-6557
cwilson@cityofmadison.com



PROGRAM APPLICATION

Applicant: Jennifer Lane + Priyanka Verma Phone: 315-440-8992

Business Name: Laquerus

Building Name: _____

Business Address: 426 W. Gilman St., Madison Zip Code 53703

E-mail Address: jen@laquerus.com

Property Owner: Over State LLC c/o Opitz Management

Address: 502 N. Eau Claire Ave., Madison, WI 53703

Name of Grantee: Laquerus / Fingers Crossed LLC

Lease Terms: 5 year lease with two 5-year renewal options

Definition of Project Scope: Complete overhaul of the storefront including: upgrade to commercial aluminum doors, upgrade to low-energy, insulated glass, and inclusion of mullions and tempered glass to support areas where windows are less than 24in. from the ground. Finally, antique safety glass will be installed above doors (where A/c units exist currently), and signage and lighting ATTACHMENT will be added to the facade.

Please provide photographs and copy of lease, land contract, or deed. Tenants must provide owner's written authorization.

PROJECT BUDGET *

List Individual Project Elements: (Awning, sign, painting of trim, etc.)	Total Cost	Grant \$	Private \$
demolition, existing storefront	2,162	-	2,162
storefront glass + doors	27,209	10,000	17,209
signage fabrication + install	5,992 ⁶³	-	5,992 ⁶³
safety glass insulation	2,500	-	2,500
lighting (materials + installation)	~3,000	-	~3,000
Total:	40,863⁶³	10,000	30,863

* quotes attached



**CITY OF MADISON
FAÇADE IMPROVEMENT GRANT PROGRAM**

Building and beautifying Madison, one storefront at a time

Department of Planning & Community & Economic Development
Economic Development Division
30 W. Mifflin Street Suite 800
Craig Wilson, 266-6557
cwilson@cityofmadison.com



Contractor/Supplier: Brunkle Glass + Window Co. // Sign Art Studio
Address: 6702 Watts Rd. Madison, WI 53719 // 325 W. Front St. Mount Horeb, WI 53572

ATTACHMENT

* Bids, estimates, and/or contracts, product brochures, locator map and design drawings, if appropriate.

REMARKS We are very excited to bring our modern, vibrant nail studio to downtown Madison, and look forward to having a storefront that matches the vision we have for our business. If you have any follow-up or unanswered questions, we are more than willing to address them via telephone, email or in-person discussion. Thank you for this opportunity!

APPLICANT'S CERTIFICATION

The Applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Madison Façade Grant Program and is true and complete to the best of the applicant's knowledge and belief.

Signature: [Signature] Date: 3/6/18
Signature: [Signature] Date: 3/6/18

Please send this completed application, accompanying materials, and application fee of \$100 to:

Economic Development Division
Attn: Craig Wilson
PO Box 2627
Madison, WI 53701-2627

March 6, 2018

City of Madison Façade Improvement Grant Program

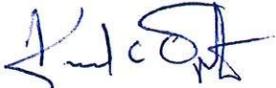
Department of Planning & Community & Economic Development
Attn: Mr. Craig Wilson
30 W Mifflin Street, Suite 800
Madison WI 53703

Dear Mr. Wilson:

Over State LLC owns the building at 426 W. Gilman Street, Madison WI. We have signed a lease with Laquerus and we have given them permission to improve the façade of the property.

Sincerely,

OVER STATE LLC

A handwritten signature in blue ink, appearing to read 'Konrad C. Opitz', with a stylized flourish at the end.

Konrad C. Opitz, Member

KCO:cyb

426 Gilman St: Existing Exterior



Changes to be made:

- Existing doors, air conditioners, window glass, and framing to be demolished
- Upgraded framing (with mullions) to be added. Framing will be clear anodized, and painted in a custom salmon color
- Tempered glass will be installed on the lower portion of the windows (below mullions)
- Low-E, insulated glass will be installed on the upper portion of windows (above mullions)
- Decorative safety glass will be installed above commercial doors, (replacing A/C units)
- Doors will be upgraded to Tubelite narrow style doors and frames (storefront metal with standard hardware)
- Two gooseneck barn lights will be added to the façade
- Two can lights will be added to the alcove
- Illuminated signage will exist above entry doors. Signage is 7'0" in length

Brunke Glass & Window Co., Inc.

6702 Watts Rd.
 Madison, WI 53719
 Phone # 608-271-3155

Proposal

Date	Proposal #
2/28/2018	36254

Name / Address
Laquerus 426 W Gilman St. Madison, WI 53703

Job Site
Jennifer 315-440-8992 Priyanka 310-990-6659

Qty	Description	Rate	Total
1	Furnish and install Tubelite narrow style doors and frames - 2" x 4 1/2" commercial store front metal with standard hardware - Clear anodized finish - Tempered glass to be in the lower portion of all windows and return windows adjacent to doors - All Low E glass: Per drawings - Installed for the sum of Existing frames to be removed by contractor Custom paint set up for metal - Add \$2162 For Vintage Wire Houdini glass made into insulated units for (2) transoms - Add \$2500	27,209.00	27,209.00T

Quotes are good for 30 days.
 50% Down due upon acceptance of proposal. Remainder to be paid in full upon pick up or installation.
 Price subject to change upon final measurement.
 Stops at additional charge if needed for insulated glass install.

Proposal Accepted by _____

Date _____

Subtotal	\$27,209.00
Sales Tax (0.0%)	\$0.00
Total	\$27,209.00

E-mail	Web Site
brunkeglass@att.net	www.BrunkeGlass.com



325 W Front St, Mount Horeb, WI 53572

P: 608.437.2320 - F: 608.437.2319

QUOTATION

Laquerus
 Priyanka Verma
 426 W Gilman St.
 Madison, WI

Date	Estimate #	Project
3/6/2018	1094	State St Signage

Description	Qty	Rate	Total
Sign design and plan preparation for customer and municipal approval. If any changes are requested by either the customer or any municipal governing bodies this cost may increase	2.00	143.75	287.50T
Fabricated aluminum channel letters with LED lighting per provided design	1.00	4,346.88	4,346.88T
Installation. Electrical to sign is by others	1.00	1,239.50	1,239.50T
Procurement of municipal permits. Does not include actual cost of municipal permits. Permit fee will be applied to final invoice. THIS FEE IS AN HOURLY RATE FOR ALL REGULATORY PERMIT PROCESSES		118.75	118.75T
Lead time is 45 days from municipal approval. 50% deposit required to begin work.			
TERMS AND CONDITIONS		0.00	0.00T
1. PAYMENT: 50% deposit is required to begin work unless otherwise stated. Final payment shall be due in full within 15 days of invoice date. Interest shall accrue on the unpaid balance from the due date, at the monthly interest rate of 1.5%			
2.TAXES: Buyer shall pay all taxes and other charges imposed by any governmental authority upon the production, sale, use or shipment of the products sold. Price quotations do not include taxes or other charges, unless specified.			
3.NOTICE OF LIEN RIGHTS: YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SIGN ART STUDIO LLC., ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SIGN ART STUDIO LLC. AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.			
4. UNDERGROUND UTILITIES: If underground digging is required at the location, it is Sign Art Studio LLC.'s obligation to have any and all public underground utilities			
Subtotal			
Sales Tax (0.0%)			
Total			
Customer Signature	Date		



325 W Front St, Mount Horeb, WI 53572

P: 608.437.2320 - F: 608.437.2319

QUOTATION

Laquerus
 Priyanka Verma
 426 W Gilman St.
 Madison, WI

Date	Estimate #	Project
3/6/2018	1094	State St Signage

Description	Qty	Rate	Total
<p>marked and located prior to digging (including water, sewer, electrical, telephone, cable, etc., public and private). Customer is liable for any and all costs or damages incurred as a result of lack of marking any private under ground utilities (in ground sprinkler systems, etc.)</p> <p>5. QUOTATIONS: Price quotations are not binding beyond 10 days unless mutually agreed. Clerical errors are subject to correction.</p> <p>6. LIMITED WARRANTY AND LIMITATION OF LIABILITY: Seller warrants the products sold and labor provided are free from defects in material and workmanship, subject to reasonable commercial variations. All products are sold and labor provided with the understanding that the customer has independently determined the suitability of the products for its purposes. Should any failure to conform to this warranty appear, and customer gives Sign Art Studio LLC. notice of the defect within 1 year of the providing of the product and materials or completion of the work hereunder, whichever last occurs, Sign Art Studio LLC. shall, upon proper notification hereunder and substantiation, at Sign Art Studio LLC.'s option, refund the purchase price or repair or replace the product sold. Any claims for which notice of defect was not given as required above, are deemed waived.</p> <p>THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR THE LABOR, MATERIALS AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY, AND SIGN ART STUDIO LLC.'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.</p> <p>7. Sign Art Studio LLC. is not liable for any delays in completion caused by any cause beyond its reasonable control including accidents to machinery or transportation delays.</p> <p>8. THIRD PARTY LIABILITY: Seller shall not be liable to any third party for any claim in connection with the products sold. Buyer assumes sole responsibility for such third party liability and shall indemnify seller for all losses the third party claims, including, but not limited to, expenditures for judgments, attorney's fees, litigation and negotiation.</p> <p>9. EXPENSES OF COLLECTION: Buyer agrees to pay all expenses of seller for collection of the amounts owed here under, including reasonable attorney's fees.</p> <p>10. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin.</p> <p>11.CONFLICTING TERMS: The terms of this estimate/quotation shall prevail over any</p>			
			Subtotal
			Sales Tax (0.0%)
			Total
Customer Signature	Date		



325 W Front St, Mount Horeb, WI 53572

P: 608.437.2320 - F: 608.437.2319

QUOTATION

Laquerus
 Priyanka Verma
 426 W Gilman St.
 Madison, WI

Date	Estimate #	Project
3/6/2018	1094	State St Signage

Description	Qty	Rate	Total
conflicting term in any order or other document from buyer.			
Subtotal			\$5,992.63
Sales Tax (0.0%)			\$0.00
Total			\$5,992.63
Customer Signature	Date		

Gooseneck barn lights: will be in Black

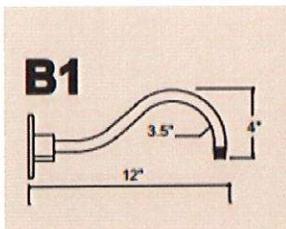


MODEL	COLOR	MOUNTING SOURCE	LIGHT SOURCE				NOTES
			Inc	CF	HD (MH & HPS)	LED	
W508	40, 41, 42, 43, 44	Page 55-58 for arm extension	100W	26W*	36W**	10W	See page 67 for ACCESSORIES See page 68 for GLASS OPTIONS
W512	45, 46, 48, 49, 50	Page 59-63 for post mts. & poles	100W	26, 32, or 42W*	36, 50, 70 or 100W**	10W	
W514	51, 52, 53, 54, 55	Page 66 for stems, cords & canopies	100W	26, 32, or 42W*	36, 50, 70 or 100W**	10W	
W516	57, 58, 59, 60, 61	Page 66 for cable & chain	200W	26, 32, or 42W*	36, 50, 70 or 100W**	14W	
W516X	62, 63	Page 66 for mounting hubs	200W	26, 32, or 42W*	36, 50, 70 or 100W**	30W	
			*See page 65 for REMOTE BALLASTS **See page 64 for REMOTE BALLASTS				

lasts **Weathertight LED Wall Mount**

• Designed for outdoor use or wet locations

CATALOG #	LIGHT SOURCE	DISTANCE TO LAMP
LVTM	10W - 100W	53



LEASE AGREEMENT

This Lease Agreement (☐Lease☐) dated this 22 day of December 2017, by and between Over State LLC (hereinafter ☐Landlord☐) and Fingers Crossed, LLC (hereinafter ☐Tenant☐).

WHEREAS, the Tenant is desirous of renting Landlord's property located at 426 W. Gilman Street, Madison, Wisconsin; and

WHEREAS, the Landlord is willing to enter into a rental agreement;

NOW, THEREFORE, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant, approximately 1,297 square feet on the first floor and the basement of the building located at 426 W. Gilman Street, Madison, Wisconsin, ☐Gilman Street Building☐(hereinafter, the ☐Premises☐or ☐Leased Premises☐).
2. Permitted Use. The Leased Premises shall initially be used for nail salon, beauty salon, providing nail and beauty services and associated product sales and any other purposes approved within applicable zoning laws. Landlord has the right to approve any change of use other than a nail and beauty salon, along with associated services and produce sales. Landlord will not unreasonably withhold approval.
3. Lease Commencement and Delivery of Premises. Tenant shall be provided occupancy of the substantially completed Premises on or before December 15, 2017. Substantial completion shall be determined by Landlord's Improvements (Section 33) being completed and all building systems are in good working condition.
4. Term. This Lease shall be for an initial term of five (5) years (☐Initial Term☐), beginning on or before (but no later than) March 1, 2018.
5. Rent Commencement. Base Rent shall commence four (4) months after Tenant opens for business to the public estimated to be July 1, 2018. Beginning March 1, 2018, Tenant shall be responsible for Operating Expenses, CAM set forth in Section 8.
6. Option to Extend. Should the Tenant timely and completely perform all the terms and conditions of this Lease for the Initial Term, Tenant shall have the option to lease the Leased Premises for two (2) additional and consecutive five (5) year terms (☐Option Term #1☐and ☐Option Term #2☐). The same terms and conditions of the original Lease document shall continue (as set forth within) with the exception of any rental abatement period and the base rental payments as spelled out below:

During Option Term #1, the base rent shall increase by two and one-half (2.5%) percent per year beginning in the first year. During Option Term #2 the base rent shall increase by three (3.0%) percent per year beginning in the first year. Tenant may exercise either and both option periods by giving Landlord written notice of its intention to exercise the option, not less than one hundred twenty (120) days prior to the expiration of the then existing lease term.

7. Base Rent. The initial base rent shall be \$18.00 per square foot triple net. Therefore the base rent shall start at \$1,945.50 per month. Beginning on the second lease year and continuing on each anniversary of the Lease commencement date thereafter during the Initial Term, the base rent shall increase by two and one-half (2.5%) percent.

Base rent payments are due on the first of each month. Payments received later than the fifth (5th) of the month are subject to a late fee of Twenty-five (\$25.00) Dollars per day. The first base rent payment shall begin four (4) months after the business opens to the public but no later than July 1, 2018.

8. Operating Expenses, CAM. Tenant shall pay, in addition to the monthly base rent at the same time as the base rent, the following expense items:

- (a) Tenant to pay fifty (50%) percent of the real estate tax bill and any special assessment in existence at the time of Lease signing for the 426 W. Gilman Street Building, and fifty (50%) percent of the Landlord's fire and extended coverage insurance policy for the 426 W. Gilman Street Building.
- (b) Tenant shall pay fifty (50%) percent of the Building Improvements District (BID District) fees and Mall Maintenance fees assessed against the 426 W. Gilman Street Building by the City of Madison.
- (c) Tenant is responsible for one hundred (100%) percent of its own personal property taxes.

Estimated expenses under (a), (b), and (c) above shall be paid monthly on the first day of each month, in amounts reasonably determined by Landlord based on one-twelfth (1/12th) of actual known annual expenses or the previous year's expenses, as applicable. A reconciliation of actual expenses shall be performed in January of each year, and any amount due or refundable shall be paid by Tenant or Landlord to the other party, as applicable, by each February 1st, each year. The estimated monthly charges for the foregoing is \$888.51.

- (d) Tenant shall pay all utility costs that are separately metered for the Leased Premises. Tenant shall pay one hundred (100%) percent of the electric bill assessed against 426 W. Gilman Street Building (meter #301425).
- (e) Tenant shall pay fifty (50%) percent of the gas bill assessed against 422 W. Gilman (meter #222564).
- (f) Tenant shall pay fifty (50%) percent of the sewer and water bills assessed against 424-426 W. Gilman.

Tenant shall pay each bill for the foregoing utilities within thirty (30) days after Tenant's receipt of such bill.

Additional Rent/CAM Expenses Breakout (current November 2017): Real Estate Taxes = \$400.20/month.

Special Assessments = \$18.88/month (new street lights and sidewalks).

BID District = \$24.70/month.

Building Insurance = \$62.50/month.

Estimated Shared Gas Expense (heat) = \$200.00/month.

Estimated Shared Water/Sewer Expenses = \$160.00/month.

Tenant shall have the right to audit the Landlord's books and records by providing a written request to Landlord and Landlord shall provide Tenant access to Landlord's books and records within five (5) business days of Tenant's written request.

Tenant shall be responsible for all additional operating expenses (CAM), utilities and any dumpster expense for the Leased Premises which shall be payable beginning March 1, 2018.

9. Repairs and Maintenance. Landlord to be responsible for all structural repairs to the Leased Premises and for all exterior repairs except glass and signs. Landlord to be responsible for the maintenance of the heating equipment in the Leased Premises. Tenant shall, at its expense, at all times keep the interior of the Leased Premises, including doors and fixtures, in good condition and repair, including periodic painting as reasonably requested by Landlord. If Tenant neglects or refuses to perform maintenance and repairs as required hereunder, and to the reasonable satisfaction of Landlord as soon as possible after written demand, Landlord may perform such repairs or maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for such repair or maintenance as additional rent. All repairs shall be equal in quality and class of the original work. If Landlord fails to maintain the Premises as set forth in this Section and Landlord fails to cure the same within thirty (30) days after Tenant has given Landlord notice of such failure (unless the failure relates to maintenance, repair or replacement of the roof, in which case Tenant shall only be required to provide Landlord with five (5) days' prior written notice. Tenant should always give notice to Landlord or Landlord's Management Company if it is an emergency. Tenant shall receive a 24-hour access pager number in case of a roof emergency (Pager #608/559-5750 dial and put in your phone number after the beep for a call back.) Tenant may, at its option, put or cause the same to be put in the condition and state of repair required by this Lease, and in such case, Landlord shall reimburse Tenant the amounts incurred by Tenant in performing such repairs within thirty (30) days after Tenant's delivery to Landlord of an invoice and copies of reasonably detailed invoices from Tenant's contractor(s) and/or vendors(s). If Landlord fails timely to reimburse Tenant hereunder, Tenant may credit the amounts due Tenant from Landlord against any payment obligations under this Lease; provided, however, such credit shall not exceed fifty (50%) percent of Tenant's Base Rent in any given month. Tenant shall be entitled to consecutive monthly credits up to such fifty (50%) percent of Base Rent amount until such reimbursement is fully recovered.
10. Interruption of Landlord's Services. Landlord shall use its best efforts to provide Landlord's services and to perform maintenance and repairs in an expeditious manner. Landlord, its agents, employees or contractors' entry onto the Premises, or any repair or work performed thereon as provided under this Section, shall not in any way materially or unreasonably affect

or interrupt or interfere with Tenant's use, business or operations in the Premises or obstruct the visibility of ingress to and egress from the Premises.

11. Assignment. Tenant shall have the right to sublease or assign any portion of the Premises to any related entity, subsidiary or successor (Affiliate) without Landlord consent as long as said related entity, subsidiary or successor provides the same level of security deposit as stated in this Original Lease, but by providing notice to Landlord. Such sublease or assignment to an Affiliate shall not relieve Tenant from liability under the Lease. An assignment or subletting to any entity other than an Affiliate shall require Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Landlord shall not have a recapture right in the event of subleasing or assignment.

12. Alterations. Tenant shall be responsible for and hold Landlord harmless from and against any costs of remodeling, decorating, or other improvements made to the Leased Premises by Tenant. Tenant rents the Leased Premises (as is) except for items identified in Section 29 of this Lease, and shall pay and hold Landlord harmless for any and all costs of improvements or alterations to the Leased Premises required in the course of Tenant's business. Landlord is required to make general building alterations required to conform to any municipal, state, or federal codes or regulations that are not specific or caused by Tenant's specific use or caused by Tenant improvements. Tenant shall not make major alterations without the express written consent of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Upon the expiration or termination of this Lease or any extension thereof, Tenant shall be entitled to remove its supplies and fixtures; however, Tenant is to be responsible to repair any damage done by said removal, normal wear and tear excepted.

13. Snow Removal. Tenant shall be responsible to comply with all ordinances and laws which apply to removal of snow and ice from the areas surrounding the Leased Premises which is not otherwise removed by the City of Madison via Mall Maintenance, including any shoveling in back of the Building to access Tenant's dumpsters.

14. Destruction of Leased Premises
 - (a) Destruction of Leased Premises. If the Building is damaged or partially destroyed by fire or other casualty to the extent of less than one-quarter (1/4) of the then cost of replacement thereof above the foundation, the same shall be repaired as quickly as is practicable, by Landlord, except that the obligation of Landlord to rebuild shall be limited to repairing or rebuilding of Landlord's improvements. If the Building is so destroyed or damaged to the extent of one-quarter (1/4) or more of the then replacement cost thereof, then Landlord may elect not to repair or rebuild by giving notice in writing terminating this Lease, in which event this Lease shall be terminated as of the date of such notice and Tenant shall only be responsible for any payments due under this Lease Agreement up to and including the date of such termination notice.

 - (b) Rebuilding by Landlord. If Landlord shall undertake to restore or repair the Building due to destruction by fire or other casualty, it shall initiate and pursue the necessary work with all reasonable dispatch, in a manner consistent with sound construction methods.

- (c) Abatement of Rent Upon Destruction of Building. If such damage or partial destruction renders the Leased Premises wholly untenable, the fixed minimum rent shall abate until the Leased Premises have been restored and rendered tenable. If such damage or partial destruction renders the Leased Premises untenable only in part, the minimum rent shall abate proportionately as to the portion of the Leased Premises rendered untenable.

15. Effect of Condemnation.

- (a) Total Condemnation. In the event that the Leased Premises or such part of the Leased Premises as will render the remainder untenable, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking.
- (b) Partial Condemnation. In the event of partial condemnation, not rendering the remainder of the Leased Premises untenable, this Lease shall remain in full force and effect, with the exception that the base rent shall be reduced in proportion to the area of the Leased Premises lost by condemnation, except either party may terminate the tenancy upon written notice before fifteen (15) days after the next rent payment is due in the event such condemnation results in more than ten (10%) of the Leased Premises being untenable.
- (c) Landlord's Damages. In the event of any condemnation or taking, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waives any rights or claim to any part thereof.
- (d) Tenant's Damages. Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation, and for or on account of any cost or loss to which Tenant might be put in removing Tenant's property.

16. Signs and Awning. Tenant shall have the right to place on Gilman Street first floor portion of the exterior of the Building any and all signs that Tenant desires subject to Tenant first obtaining the appropriate regulatory approval. Tenant may install an awning at Tenant's cost.

17. Laws and Ordinances. Tenant agrees to comply and obey all laws, statutes, rules, regulations, and ordinances relating to its use and occupancy of the Leased Premises.

18. Events of Default by Tenant. Landlord may terminate this Lease or Tenant's right to use and occupy the Leased Premises by thirty (30) days' written notice to Tenant (unless Tenant within such thirty (30) day period cures the specified default or, if the default is of a character which cannot be cured within thirty (30) days, the Tenant commences and diligently pursues the cure of such default within thirty (30) days) upon the happening of any one or more of the following events: (a) the levying of a writ of execution or attachment on or against the property of Tenant; (b) the taking of any action for the voluntary dissolution of Tenant; (c) the commencement of a construction lien foreclosure action against Tenant as a result of a

construction lien or claim therefor against the land or building of which the Leased Premises are a part; however, in the event such an action is commenced, and Tenant wishes to contest it, Tenant shall within ten (10) days of the commencement of the action obtain a bond for not less than the amount of the lien or claim, and will not be in default under this Lease; in the event Tenant obtains such bond and unsuccessfully contests such action, Tenant shall cause any final adjudication against it to be discharged within ten (10) days of its entry; (d) the failure of Tenant to keep the Leased Premises open and available for business activity in accordance with the terms of this Lease, provided such failure results in the lapse of any insurance required to be maintained by any party under this Lease; (e) the failure to pay rent as set forth in Paragraph 5 of this Lease; and (f) the failure of Tenant to perform any other of the terms, provisions, and covenants of this Lease for thirty (30) days after written notice thereof.

19. Re-Entry by Landlord. Upon such termination of this Lease or termination of Tenant's right to use and occupy the Leased Premises as aforesaid, Landlord may re-enter the Leased Premises. Notwithstanding such re-entry or termination, the liability of Tenant for rent herein provided for shall not be extinguished for the balance of the term remaining.

20. Right to Relet. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be a term extending beyond the term of this Lease) and at such rental or rentals upon such other terms and conditions as Landlord in its sole discretion may deem advisable upon each such reletting. All rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such alterations and repairs; third, to the payment of rent due and unpaid future rent as the same may become due and payable hereunder. If such rentals received from such reletting during the month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, plus reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this Lease for the remainder of the stated term (discounted to present value at a five percent (5%) discount rate) over the then reasonable rental value of the Leased Premises for the remainder of the stated term (discounted to present value at a five percent (5%) discount rate), all of which amounts shall be immediately due and payable from Tenant to Landlord.

21. Rights Cumulative. All rights and remedies of Landlord and Tenant herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by Law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

22. Insurance. Landlord shall carry during the Initial Term of this Lease, and any extensions or renewals thereof, fire and extended coverage insurance insuring Landlord's interests in the Leased Premises and the improvements thereto, such insurance coverage to be in an amount equal to the full replacement cost of the Premises and the improvements thereon, as they may increase from time to time.

Tenant shall carry at its sole expense during the Initial Term of this Lease and any extensions, or renewals thereof, fire and extended coverage insurance insuring Tenant's interest in its improvements to the Leased Premises and any and all furniture, equipment, supplies, inventory, and other property owned, leased, held or possessed by it and contained on the Leased Premises, in such amount as to fully indemnify Tenant.

Tenant shall procure and maintain in force at its expense, during the Initial Term of this Lease, and any extensions or renewals thereof, public liability insurance with insurance carriers licensed to do business in the State of Wisconsin. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Leased Premises, in a minimum amount of \$500,000.00 for each person injured, \$1,000,000.00 for any one accident, and \$300,000.00 for property damage. Such insurance policy shall provide coverage for the contingent liability of Landlord on any claims or losses and shall name Landlord, as an additional insured. Evidence that the policies are in effect shall be provided to Landlord. Tenant shall obtain a written obligation from the insurers to notify Landlord in writing at least twenty (20) days prior to the cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this Lease or any extensions or renewals thereof, Landlord may procure the necessary insurance and pay the premium therefore, and the premium shall be paid to Landlord as an additional rent installment for the month following the date on which the premiums were paid by Landlord. Landlord and Tenant each hereby expressly waive any right of recovery it may have against the other for loss to the Premises or the contents thereof, as the case may be, caused by fire or other peril included in the coverage of the standard fire insurance policy, however such loss may have been caused, and although such loss may have been due to the negligence of the other party, its agents or employees. All fire and extended coverage policies of insurance carried by Landlord or Tenant on the Leased Premises or contents thereof shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver, however, shall cease to be effective if the existence thereof precludes either party from obtaining any such policy.

- (a) Indemnity. Tenant agrees to protect and hold Landlord harmless and indemnified from and against (and Landlord shall have no liability for) any and all claims, demands, damages, actions, suits, judgments, decrees, orders and expenses, including reasonable attorneys' fees and expenses, arising out of or on account of any damage or injuries, including wrongful death, howsoever caused, sustained or claimed to have been sustained to or by any person or property in or upon the Leased Premises, unless the same shall be due to negligence of Landlord, or due to a willful act or omission of Landlord. In case any action or proceeding is brought against Landlord arising out of or on account of the foregoing, Tenant, on receiving written notice thereof from Landlord, agrees to defend such action or proceeding with counsel approved by Landlord.

Tenant shall maintain worker's compensation insurance covering Tenant's employees (and require worker's compensation insurance be carried on all of its contractors and subcontractors) who may at any time be on the Leased Premises.

23. Subordination. This Lease shall be subject and subordinate to any and all mortgages now on or which may hereafter be placed upon or affect the Leased Premises and to any renewals, modifications, consolidations and extensions thereof. Tenant agrees from time to time upon demand to execute any and all instruments as may be required to evidence such subordination without obligation or expense to Landlord. Tenant hereby constitutes and appoints Landlord as Tenant's attorney in fact to execute any such certificate or certificates on behalf of Tenant in the event Tenant fails to do so after thirty (30) days notice in writing to Tenant. In spite of such subordination, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.
24. Quiet Enjoyment. Subject to all terms and conditions of this Lease, Tenant shall have quiet enjoyment of the Premises for the entire Term so long as no Tenant Default (as defined in Section 18 above) has occurred or is outstanding.
25. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by certified mail to Tenant or Landlord at the addresses set forth below or at such other place as either may designate in writing, and either party may by like written notice at any time designate a different address to which notices shall be subsequently sent. Notice given in accordance with these provisions shall be deemed received when mailed:

If to Tenant: Fingers Crossed, LLC
Attn: ~~RYAN VERA~~
Attn: JENNIFER LANE
426 W. Gilman Street
Madison, WI 53703

If to Landlord: Over State, LLC
c/o Opitz Management, Inc.
502 N. Eau Claire Avenue
Madison, WI 53703

26. Security Deposit. Prior to Lease signing the Tenant shall secure and provide to the Landlord a standby, irrevocable Letter of Credit in the amount of Sixty Thousand (\$60,000.00) Dollars. This Letter of Credit shall be drawn on the following financial institution:

Financial Institution: Bank of North Georgia
Contact Person: William Hilley, Senior VP, Bank of North Georgia
Account Number: Certificate of Deposit #1650484485.
Telephone Number: 678-784-7103 Email: billhilley@synovus.com
Address: 1200 Johnson Ferry Road, Marietta GA 30068

This irrevocable Letter of Credit may be drawn upon by Landlord for any base rent, operating expenses/CAM, or utilities amounts which are past due beyond thirty (30) days, upon demand of the Landlord. Any costs associated with the Letter of Credit shall be the responsibility of the Tenant. After the twenty-fourth (24th) month of paying base rent, if

all payments have been made on a timely basis and all other conditions of the Lease have been made then the level of the standby irrevocable Letter of Credit may be reduced from Sixty Thousand (\$60,000.00) Dollars to Thirty Thousand (\$30,000.00) Dollars.

27. Personal Property Taxes. Tenant shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, and license fees of every nature and kind levied, assessed, charged or imposed on/or against Tenant's leasehold interest or personal property of any kind owned or placed in the Leased Premises by Tenant.
28. Access. Landlord or his/her management company shall be granted reasonable access to the basement or an authorized representative of Tenant must be on call to permit emergency access to the basement for heating, electric repair or utility repairs.
29. Entire Agreement. These provisions shall constitute the entire agreement between the parties.
30. Waiver. Waiver by Landlord of any of his/her rights hereunder shall not bar Landlord from enforcing said rights in the future.
31. Brokerage Fee. Landlord shall pay a leasing commission to Cresa of three (3%) percent of the aggregate base rent for the agreed upon payments during the Initial Term. Such commission shall be paid by the Landlord upon Landlord's receipt of the first base rental payment. Landlord also agrees to pay Opitz Realty, Inc. three (3%) percent as described in a separate listing agreement.
32. Storage. Tenant shall be entitled to store items of personal property in basement and display shelves during the Initial Term of this Lease and any extensions or renewals hereof. Landlord shall not be liable for loss of or damage to, such stored items, except where such damage is due to Landlord's act or omission or due to Landlord's negligence. No items may be stored within the room which contains the boiler or within a five (5) foot setback radius from the electrical panels.
33. Landlord Improvements.
 1. Remove all bookcases from the first floor.
 2. Install new wood subfloor in the retail area on the first floor over old flooring and level.
 3. Repair and repaint all interior walls (off-white color).
 4. Upgrade electrical service to 200 Amp to the Leased Premises.
 5. Install and distribute electrical outlets within the Leased Premises (identified in Tenant's rough floor plan) on or around December 18, 2017.
 6. Provide a single Americans with Disabilities (ADA) compliant bathroom or a bathroom which is deemed acceptable to the City of Madison building inspection department to grant an occupancy permit for the bathroom meeting their standards in approximately the same location as the current bathroom.

All of Landlord's work must be completed on or before December 15, 2017, except for #5 (electrical outlet placement).

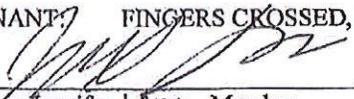
34. Tenant Improvements.

All other improvements and buildouts not identified as Landlord Improvements shall be Tenant's sole responsibility and cost.

35. Hazardous Materials. Landlord warrants, to the best of its knowledge, the Leased Premises will be delivered free of any unlawful environmental conditions or hazardous substances and indemnifies Tenant and warrants against all claims resulting for the use of previous tenants.

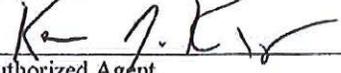
Signed at Madison, Wisconsin.

TENANT: FINGERS CROSSED, LLC

By: 
Name: Jennifer Lane, Member
Date: 12/22/17

By: 
Name: Priyanka, Verma, Member
Date: 12/22/17

LANDLORD: OVER STATE LLC

By: 
Authorized Agent
Name: Kevin Klages, Member
Date: 12/26/17

**RIDER TO LEASE BETWEEN OVER STATE LLC AND FINGERS CROSSED, LLC
ADDITIONAL LEASE PROVISIONS**

Notwithstanding any other provision in the attached Lease to the contrary:

1. Landlord warrants the radiator, electrical and plumbing systems are in good working order on the date of occupancy, and that such systems will be in good working order for a period of at least six (6) months from the date of occupancy.
2. Any approval, consent, or permission required by any party to this lease shall not be unreasonably withheld or delayed and the parties agree to carry out and administer all non-monetary obligations under the Lease in a commercially reasonable manner.
3. During the Initial Term of such Lease or any extensions or renewals thereof, Landlord shall not lease space in the Gilman Street Building to any other person or entity who engages in the business of a nail and beauty salon, providing nail and beauty services and associated product sales. Should Landlord be in default of this provision, Tenant shall have the right to terminate this Lease upon providing thirty (30) day notice to Landlord of its intent to terminate the Lease or alternatively remain in the premises at fifty (50%) percent of its rent until which time default is remedied.
4. In the event of default by Tenant, Landlord shall use commercially reasonable efforts to relet the demised premises and otherwise mitigate its damages.
5. Landlord shall deliver the Leased Premises in such condition necessary to meet all local, state or federal code building and occupancy requirements for Tenant's intended use, including without limitation, the requirements of the Americans with Disabilities Act (ADA), and shall be responsible for any ADA upgrades if necessary, excluding those upgrades which are a direct result of Tenant's improvements.
6. Tenant shall not be responsible for assessments, [special assessments] or other governmental charges arising from costs expended directly or indirectly by any governmental agency, subdivision, bonding authority, sewer, or water or any other special purpose authority, for developmental or capital improvements to the Gilman street Building which would not be charged to the Tenant if financed directly by the Landlord, such as, but not limited to, construction of access roads, traffic circles, installation of traffic control and safety devices, including lighting, barricades, fences, etc. abatement of environmental hazards, improvements or additions of septic or sewage facilities, other than those assessments already agreed to by Landlord and Tenant under the Lease.
7. Tenant shall not be financially or materially responsible, for any type of structural repairs, roof repair or replacement, gutters and drains, foundations, exterior walls, sub-floors, supporting columns and foot-walks, or underground or otherwise concealed plumbing.
8. Notwithstanding anything to the contrary in the basic provisions of the Lease by and between Landlord and Tenant, the Landlord shall indemnify Tenant to the same extent as Tenant has indemnified Landlord, if the same is required by the Lease by and between the parties, for any and all claims whatsoever which arise out of any acts and/or omissions, negligence and/or breach of any covenants or warranties found in the Lease of Landlord or Landlord's agents.

9. To the extent permissible by state law and except for Tenant's negligence or willful misconduct, Landlord waives and releases Tenant and Tenant's agents and employees from all claims for damage to person or property sustained by Landlord and/or any person claiming through Landlord resulting from any condition, accident, or occurrence in or upon the Leased Premises.

10. Notwithstanding anything contained in the Lease to the contrary, nothing therein shall be construed as an obligation by Tenant, or be deemed to be a default under the Lease should Tenant fail to continuously operate its business or maintain any specific office hours in the Premises; provided, however that Tenant keeps and observes the other covenants and conditions set forth in the Lease applicable to Tenant.

11. Notwithstanding anything contained in the Lease to the contrary, Landlord shall not have any right to accelerate the rent or other amounts payable under the Lease except as expressly set forth herein below unless Tenant is delinquent in the payment of any installment of rent or other amount due Landlord under the Lease for a period in excess of twenty (20) days after receipt of written demand from Landlord for the payment thereof.

12. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

13. NOTICE AND RIGHT TO CURE WITH RESPECT TO NON-MONETARY DEFAULTS. In the event of a non-monetary default, Landlord's right, power and privilege to terminate the Lease and the exercise of other rights and remedies provided under the Lease or under Wisconsin law shall be thirty (30) days from the receipt of written notice by Tenant (either actual receipt or constructive receipt as defined under Wisconsin law in the event of a refusal to accept such written notice) (hereinafter referred to as "Notice") of such non-monetary default provided that except in circumstances where such non-monetary default is not capable of being cured within such thirty (30) day period but is capable of being cured, Landlord shall not exercise any right, power or privilege to terminate the Lease or exercise the other rights and remedies provided under the Lease as long as the Tenant commences to cure such non-monetary default within such thirty (30) day period and diligently proceeds with such cure until completion.

14. In the event of a loss or damage due to a hazard which is covered by insurance or the event of a taking by condemnation or through the power of eminent domain (hereinafter "Condemnation") and the Landlord requires the Tenant to restore the Premises, the Tenant shall have access to the proceeds available from such insurance or Condemnation provided that such proceeds are used directly and exclusively for the restoration of the Premises.

LANDLORD: OVER STATE LLC

By: Ken J. King
Its: Member
Date: 12/26/17

TENANT: FINGERS CROSSED, LLC

By: [Signature] AND [Signature]
Its: PRYANKA VERMA AND Jennifer Lane
Date: 12/22/17