

EXHIBIT A

LEASE

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

This lease (the "Lease"), entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the "City"), and **Chanell Ardor Schools of Beauty and Culture LLC**, a Wisconsin limited liability company (the "Lessee"; and together, the City and Lessee shall be called the "Parties").

WITNESSETH:

WHEREAS, the City is the owner of the commercial building located at 1810 South Park Street, in Madison, Dane County, Wisconsin (the "Building"), which Building is located on real property owned by the City, as described in attached Exhibit A and depicted on attached Exhibit B (the "City's Property"); and

WHEREAS, by way of an executed Assignment of Leases dated September 30, 2020, the City, as Landlord, and Lessee, as Tenant, are parties to a certain unrecorded Commercial Lease Agreement dated April 22, 2020 (the "2020 Lease") related to a portion of the Building; and

WHEREAS, the Lessee desires to amend the area of the leased premises as described in the 2020 Lease, as well as extend the term of the lease; and

WHEREAS, to carry out the above described changes, as well as to incorporate standard City terms and conditions, the Parties desire to replace the 2020 Lease with this Lease.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Termination of 2020 Lease. The 2020 Lease shall terminate upon the execution of this Lease by the Parties, and shall be of no further force or effect, and the terms and conditions of this new Lease shall be in full force and effect.
2. Leased Premises. The City hereby leases to the Lessee approximately 1,783 square feet of space in the Building, being the portion of the Building depicted on attached Exhibit C (the "Leased Premises").
3. Term. The term of the Lease shall commence on the Effective Date and expire on June 30, 2022 (the "Initial Term"), subject to early termination pursuant to the terms of this Lease.

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

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

4. Rent. Beginning on the Effective date and continuing through the Initial Term, the Lessee shall pay a monthly rent of Two Thousand Four Hundred Ninety Dollars and 45/100 (\$2,490.45). The first payment shall be due at the time of the Parties' execution of this Lease, and shall be prorated on a per diem basis for the month in which the Effective Date occurs, as applicable. Any proration shall take into account the following: (a) any payments made under the 2020 Lease; and/or (b) the number of days remaining in the month in which the Effective Date occurs. Subsequent rent payments shall be due on or before the First (1st) day of each month this Lease is in effect. All payments are to be made payable to the City Treasurer, and sent or personally delivered to the Economic Development Division at the address specified in Section 31, or to the address of a property manager, as designated by the City.
 - a. Any rent that is not paid within thirty (30) days of its due date shall accrue interest at the rate of twelve percent (12%) per annum from the due date until paid. In addition to the provisions of Section 22, the City shall have the right, under this Section, to send late payments of Rent to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.
 - b. In the event the Lease is renewed as detailed in Section 6, the rent shall increase by three percent (3%) per year compounded annually. The rent adjustment as described in this Section shall continue throughout any renewal or hold over period(s), if any, following the Initial Term of this Lease.
5. Security Deposit. A security deposit of Five Hundred Dollars (\$500) to secure the performance by the Lessee of the conditions set forth in Sections 26 and 27. The security deposit shall be held in escrow by the City and shall be returned to the Lessee, without interest, within thirty (30) days after the conditions set forth in Sections 26 and 27 have been completed to the satisfaction of the City.
6. Options to Renew. If, at the end of the Initial Term of this Lease or at the end of the previous renewal term, if applicable, the Lessee is not in default under the terms and conditions of this Lease, then the Lessee shall have Two (2) successive options to extend this Lease for additional terms of up to one (1) year each, under the same terms and conditions provided in the original term of this Lease. If the Lessee desires to renew this Lease, the Lessee must give notice to the City, as specified in Section 31, a minimum of ninety (90) days prior to the expiration of the Initial Term or any renewal term. Following receipt of such notice, the City shall provide notice to the Lessee of its approval or denial of the Lessee's request for renewal. If the City does not assent to a renewal notice pursuant to this Section within thirty (30) days after receipt of such notice, renewal shall be deemed denied.
7. Use. The Lessee will occupy and use the Leased Premises solely for the purpose of operating a beauty and culture school and activities related thereto, and for no other purposes whatsoever without the City's prior written consent, which consent the City may withhold in its sole discretion.
8. Common Areas. The City grants to the Lessee and the Lessee's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the City has or may hereafter grant rights to use the same, the "Common Areas" located on the Property. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, restrooms, and all other areas or improvements which may be provided by the

City for the common use or benefit of occupants of the Building. The City reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The City shall be responsible for cleaning, maintaining and repairing the Common Areas.

9. Utilities. The City shall provide heat, electricity, sewer, storm water, and water service. The Lessee shall be responsible for arranging the start and stoppage of any telephone, internet, cable or television service furnished to the Leased Premises, and all costs related thereto.
10. Assignment and Subletting. The Lessee shall not assign this Lease nor sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold at its sole discretion.
11. Construction. Except as authorized by this Section 11, no construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval from the Director of the City Economic Development Division. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall be at the expense of the Lessee and remain for the benefit of the City, unless otherwise provided in such written approval. In all cases, the Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction activity.

Upon the execution of this Lease by the Parties, the Lessee may remove the built-in reception desk as depicted on Exhibit C. The Lessee shall repair and restore all wall and floor surfaces impacted by the removal of said desk with finishes comparable to those existing within the room.

12. Liens and Title.
 - a. The Lessee shall not suffer or permit any construction or mechanics' lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or mechanics' lien against the fee of the Leased Premises. If any such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
 - b. If any such construction or mechanics' lien shall at any time be filed against the Leased Premises, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any

contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

- c. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises or any portion of the Property.

13. City's Responsibilities.

- a. The City shall keep the foundation; roof; electrical, plumbing and sewer systems; heating, ventilating and air conditioning system; exterior doors; window frames; windows and structural portions of the walls of the Leased Premises in good condition and repair and shall make any repairs/replacements required. Notwithstanding the foregoing, the Lessee shall be responsible for the cost and expenses of repairs/replacements required by reason of acts or omissions of the Lessee, the Lessee's employees, agents, invitees, vendors, licensees or contractors. The Lessee shall give the City written notice of the necessity for repairs/replacements coming to the attention of the Lessee, following which the City shall have a reasonable time to undertake and complete such repairs.
- b. The City shall make all repairs and replacements necessitated by any peril covered by its standard fire and extended coverage insurance policy. Should the Building be wholly or partially damaged by any cause in excess of 50% of the appraised value of the Building as established by the City's insurance carrier, the City shall have the sole option to repair or replace the structure or to demolish the entire structure at which time this Lease shall automatically terminate without liability to either party.
- c. The City shall be responsible for the cleaning and maintenance of the Common Areas and grounds of the Property, including but not limited to, snow and ice removal, maintenance and repair of parking areas, maintaining proper lighting, and lawn and landscaping maintenance.
- d. The City shall provide trash and recycling services for use by the tenants of the Building.
- e. The City shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewage or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, upon or about the Building or the Leased Premises nor for damage occasioned by water, snow, or ice being upon or coming through the roof, skylight, trap door or otherwise.

14. Lessee's Responsibilities. The Lessee shall, at its own expense, keep and maintain the Leased Premises and every part thereof, and any fixtures, facilities or equipment contained therein, including exterior and interior signs; light fixtures, including replacement of light bulbs and

ballasts; all plumbing fixtures and accessories; sinks and drains, including unclogging; damage to interior walls, in good condition and repair and in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity.

- a. In the event Lessee or any of its customers, members, employees, agents, invitees, contractors or licensees, damage the Leased Premises or the Property, then Lessee shall be responsible for the repair or replacement of the damaged items/improvements.
- b. No storage of materials and/or equipment is permitted outside the Leased Premises, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.
- c. The Lessee shall be responsible for properly storing and containing trash and recycling within the Leased Premises, and shall be responsible for transferring the same to containers or dumpsters provided by the City.
- d. The Lessee shall be responsible for pest control within the Leased Premises.
- e. The Lessee shall be responsible for replacing any lost keys to the Building or Leased Premises.

15. Property Rules and Regulations. Lessee, its vendors and contractors are to abide by all Property rules & regulations listed below (collectively, the “Rules and Regulations”):

- a. Lessee shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Property. The City shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of City would be prejudicial to the interests of the Property and its Lessees; provided that nothing herein contained shall be construed to prevent such access to persons with whom any Lessee normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.
- b. Lessee shall not use or keep in the Leased Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation of a beauty and culture school and activities related thereto.
- c. Lessee shall not use or permit to be used in the Leased Premises any foul or noxious gas or substance, do or permit anything to be done in the Leased Premises which materially obstructs, materially interferes, or materially injures City or other lessees in the Building, nor shall Lessee bring into or keep in or about the Leased Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
- d. Lessee shall not use any method of heating or air conditioning other than that supplied or approved by the City.
- e. City reserves the right to prevent access to the Leased Premises in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.
- f. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used

for any purpose other than that for which they were constructed and no foreign substance of any kind shall be or discarded therein.

- g. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by City and that are consistent with the Lease or any governmental agency.
 - h. City shall enforce the Rules and Regulations in a non-discriminatory manner, but shall, in addition to any remedies provided herein, have the right to expel persons violating law or these Rules and Regulations. If City agrees to less burdensome or more favorable rules and regulations for the benefit of any other lessee, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable Rules and Regulations.
 - i. These Rules and Regulations are in addition to the terms, covenants and conditions of the Lease for use of Leased Premises in the Building. In the event these Rules and Regulations conflict with any provision of the Lease, the Lease shall control.
 - j. Smoking, including the use of e-cigarettes, is prohibited throughout the interior and exterior of the Property. Violators will be ticketed and/or removed from the Property.
 - k. Alcoholic Beverages. The Lessee shall not sell or keep on the Leased Premises alcoholic beverages of any kind whatsoever, in accordance with Madison General Ordinances. An exception may be made for using and serving alcohol during special events held in the Leased Premises. Said exception shall require application for a liquor license to serve beer and wine on a limited basis for special events, with a copy of the approved license provided to the City.
 - l. Sidewalks/Right of Way. Lessee shall not use the sidewalks to keep or sell merchandise.
 - m. The City reserves the right to make reasonable additions and modification to the Rules and Regulations, with cooperation with the Lessee.
 - n. Any and all window coverings require City approval prior to installation.
16. Taxes and Assessments. The City is a tax exempt entity. Should any City of Madison Ordinance or State of Wisconsin Statute after the Effective Date require that the Property be subject to real estate taxes or assessments, the City shall be liable for all such real estate taxes and assessments in relation to the Property. The Lessee shall be responsible for all personal property taxes on its personal property.
17. Indemnification. The Lessee shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessee or its officers, officials, members, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Lease, whether caused by or contributed to by the negligence of the City,

its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Lease.

18. Insurance.

- a. Commercial General Liability. During the life of this Lease, the Lessee shall carry commercial general liability insurance covering as insured the Lessee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 minimum per occurrence as may be adjusted, from time to time, by the City of Madison's Risk Manager. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Lease.
- b. Worker's Compensation. During the life of this Lease, the Lessee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Lessee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit.
- c. Property Insurance. Lessee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. The City shall not be liable for any damage to or loss of property of Lessee or others located on the Leased Premises and Lessee shall obtain a waiver of subrogation in favor of the City.
- d. As evidence of the above coverages, the Lessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, the Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, the Lessee shall provide a renewal certificate to the City for approval.
- e. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Lease, Lessee shall immediately cease use of the Leased Premises and the provision of the services under this Lease until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.

19. Hazardous Substances; Indemnification. The Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or

rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this Lease.

20. Compliance. The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

21. Right of Entry. For the purposes of maintaining the Leased Premises per Section 13, the City or its representatives reserve the right to enter and access the Leased Premises 24 hours per day, 7 days per week, with 24-hour notice to the Lessee, for the following non-emergency purposes:

- a. To make any necessary repairs/replacements to the Leased Premises.
- b. To conduct any periodic inspections of the Lessee's maintenance obligations herein, that it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.

For the purposes of remedying an emergency situation, the City may enter the Leased Premises 24 hours per day, 7 days per week, without notice to the Lessee.

22. City's Remedies. If any default by Lessee shall continue uncured after thirty (30) days written notice of default from City to Lessee, City has the following remedies, in addition to all other rights and remedies provided by law or equity, to which City may resort cumulatively or in the alternative.

- a. Termination of Lease. The City may, at the City's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice, all further obligations of City under this Lease shall terminate, Lessee shall surrender and vacate the Leased Premises in a broom clean condition, in accordance with Sections 26 and 27, and City may reenter and take possession of the Leased Premises and eject all parties in possession or eject some and not others or eject none. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against Lessee.
- b. Storage. The City may, at City's election, store Lessee's personal property and trade fixtures for the account and at the cost of Lessee.

23. Lessee's Remedies. If any default by the City shall continue uncured after thirty (30) days written notice of default from Lessee to City, Lessee has the following remedies, in addition to

all other rights and remedies provided by law or equity, to which Lessee may resort cumulatively or in the alternative.

- a. Termination of Lease. The Lessee may terminate this Lease by giving City notice of termination. On the giving of the notice, all further obligations of under this Lease shall terminate, Lessee shall surrender and vacate the Leased Premises in a broom clean condition, in accordance with Sections 26 and 27.
 - b. Offset Rent. Lessee take any actions necessary to cure a default by making repairs or replacements required by City under this Lease and offset such expenses by reducing Lessee's rent.
24. Diligent Efforts. Notwithstanding anything to the contrary in this Section, in the event of Lessee's default is not a health or safety violation and cannot, because of the nature of the default, be cured within the thirty (30) days after City's notice thereof, then Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.
25. City May Perform. The City shall have the right at any time, after ten (10) days notice to Lessee (or in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of Lessee under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate City to make any payment or perform any act required of the Lessee, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to City by Lessee as additional rent.
26. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Sections 22 and 27.
27. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property on the Leased Premises, the City shall have the right to dispose of said property, without liability, thirty (30) days after the Lessee vacates or abandons the Leased Premises.
28. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be year to year.
29. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the Parties mutually, their heirs, personal representatives, successors and assigns.

30. Authorized Agent. The City's Economic Development Division Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.
31. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the Parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City: Office of Real Estate Services
Economic Development Division - City of Madison
P. O. Box 2983
215 Martin Luther King, Jr. Blvd., 3rd Floor
Madison, WI 53701-2983
Email: acmiller@cityofmadison.com and
ores@cityofmadison.com

For the Lessee: Chanell Ardor Schools of Beauty and Culture LLC
Attn: Tanisha Harbert
1810 S. Park St.
Madison, WI 53713
Email: tharbert@chanellardor.com

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

32. Non-Discrimination. In the performance of its obligations under this Lease, the Lessee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Lessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
33. Accessibility. The Leased Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.
34. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of City of Madison Sign Control Ordinance 31. Lessee may install signage approved by the City at the entrances to the Leased Premises from the Common Areas. Lessee shall pay the cost to create, install and maintain any signage.
35. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee or circumstances

other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

36. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the Parties agree that neither the City nor the Lessee has made any representations or promises with respect to this Lease not expressly contained herein. No alteration, amendment, change, or addition to this Lease shall be binding upon the Parties unless in writing and signed by them.
37. Damage and Destruction. In the event the Leased Premises is damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the damage shall, except as hereinafter provided, promptly be repaired by the City, at the City's expense, but in no event shall the City be required to repair or replace the Lessee's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event: (a) the Leased Premises is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises; or (b) the building is damaged to the extent of fifty percent (50%) or more of the cost of replacement; or (c) any damage to the Leased Premises occurs during the last one-third (1/3) of the primary term of this Lease or at any time during any renewal term thereof, the City may elect either to repair or rebuild the Leased Premises, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the Lessee within ninety (90) days after the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, a proportionate abatement of rent shall be allowed until the date the City completes the repairs or rebuilding, and the Lease term shall be extended for a period equal to the period of repair. If the City is required or elects to repair the Leased Premises, the Lessee shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property in a manner and to at least a condition equal to that prior to its damage or destruction, and the proceeds of all insurance carried by the Lessee shall be held in trust by the Lessee for the purpose of such repair and replacement.
38. Leased Premises Acquired by Eminent Domain. In the event the Leased Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to the City without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the City all of its right, title and interest to any such award. However, the Lessee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Lessee for moving and relocation expenses.

In the event of a taking of any portion of the Leased Premises not resulting in a termination of this Lease, the City shall use so much of the proceeds of the City's award for the Leased Premises as is required therefor to restore the Leased Premises to a complete architectural unit, and this Lease shall continue in effect with respect to the balance of the Leased Premises, with a reduction of Base Rent in proportion to the portion of the Leased Premises taken.

39. Option to Lease Additional Area. The Lessee may petition the City to lease additional area in the Building, subject to approval of the City Economic Development Division Director or the

Director's designee. Any lease of additional area shall be authorized by an addendum to this Lease and shall be subject to the terms of this Lease and any additional terms provided for in said addendum.

40. Brokerage Costs. The City is not responsible for any brokerage costs in connection with the Lease.
41. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the Parties.

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the date first set forth above.

**CHANELL ARDOR SCHOOLS OF BEAUTY AND
CULTURE LLC**, a Wisconsin limited liability
company

By: _____

Tanisha Harbert, Member

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this ____ day of _____, 2021, the above named Tanisha Harbert, Member of the above named Chanell Ardor Schools of Beauty and Culture LLC, a Wisconsin limited liability company, known to me to be the person who executed the above foregoing instrument, and acknowledged that they executed the foregoing instrument as such Member as the deed of said limited liability company, by its authority.

Notary Public, State of Wisconsin

Print or Type Name

My Commission expires: _____

Signatures continue on following page.

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth L. Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 2021.

Kevin Ramakrishna, Assistant City Attorney
Member of the Wisconsin Bar

Approved

Date

Approved

Date

David Schmiedicke, Finance Director

Eric Veum, Risk Manager

Approved as to Form

Michael Haas, City Attorney

Execution of this Lease by the City of Madison is authorized by Resolution Enactment No. RES-____ - _____, File ID No. _____, adopted by the Common Council of the City of Madison on _____, 2021.

Drafted by the City of Madison Office of Real Estate Services

Real Estate Project No. 12268

EXHIBIT A

Legal Description of the City's Property

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

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

EXCEPT FROM THE ABOVE DESCRIBED LANDS THE FOLLOWING PARCELS:

1. THE EAST 53 FEET THEREOF.
2. A STRIP OF LAND 20 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN; THENCE NORTH 0°19' WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE CENTERLINE OF NEW PARK STREET FOR A DISTANCE OF 150 FEET; THENCE NORTH 89°27' WEST, 276.4 FEET; THENCE NORTH 38°55' WEST, 153.1 FEET TO THE BEGINNING OF THIS DESCRIPTION OF THE PROPERTY HEREIN CONVEYED; THENCE CONTINUING NORTH 38°55' WEST 20 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTHWESTERN RAILWAY; THENCE NORTH 51°05' EAST, 355.2 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, LAST DESCRIBED COURSE CONSTITUTING THE NORTHWEST LINE OF THE PROPERTY HEREBY CONVEYED; THENCE SOUTH 64°38' EAST TO A POINT 20 FEET FROM THE AFOREMENTIONED NORTHWESTERLY LINE OF THE PROPERTY HEREBY CONVEYED, LAST MENTIONED 20 FEET BEING MEASURED AT RIGHT ANGLES TO THE SAID NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ON A LINE 20 FEET DISTANCE FROM AND PARALLEL TO SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING, NOW IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

EXHIBIT B

Depiction of City's Property and Building

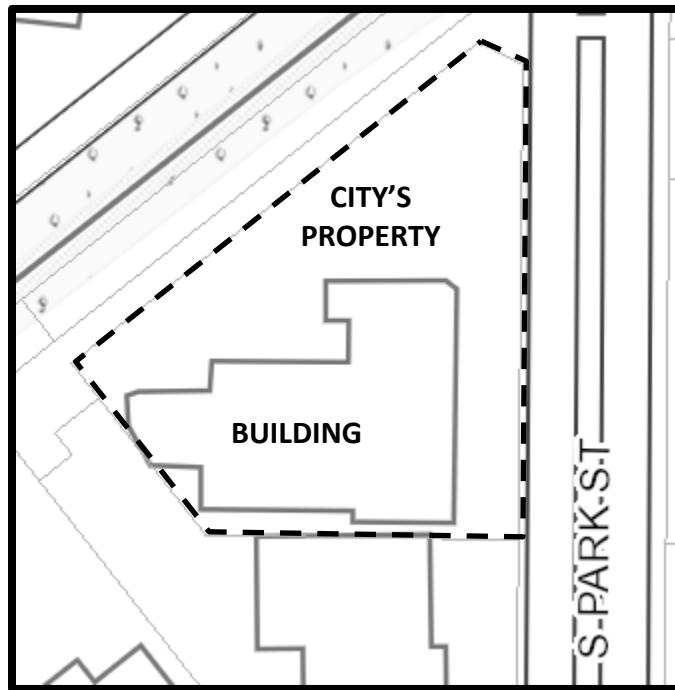


EXHIBIT C

Depiction of Leased Premises

