



State of Wisconsin  
Department of Financial Institutions

**ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY**

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

The Le Le Group LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name and email address of the initial registered agent:**

Stephanie Le  
stephanic.le43@gmail.com

Article 4. **Street address of the initial registered office:**

4202 Tomscot Trl  
Madison, WI 53704-2749  
United States of America

Article 5. **Street address of the principal office:**

4202 Tomscot Trl  
Madison, WI 53704-2749  
United States of America

Article 6. **Name and complete address of each organizer:**

Stephanie Le  
4202 Tomscot Trl  
Madison, WI 53704-2749  
United States of America

Other provisions (optional). (No other provisions declared.)

Other Information. **This document was drafted by:**

Stephanie Le

**Organizer Signature:**

Stephanie Le

**Delayed effective date**

11/20/2023 12:00:00 AM

**Date & Time of Receipt:**

11/20/2023 12:36:43 PM

**OSB Number:**

165058

**ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)**



Filing Fee: \$130.00  
Total Fee: \$130.00

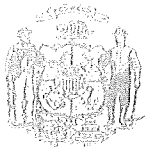
ENDORSEMENT

**State of Wisconsin  
Department of Financial Institutions**

DELAYED EFFECTIVE DATE	
11/20/2023	

<b>FILED</b>	Entity ID Number T106030
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WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-224-5761  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

000367

Letter ID L0393787440

THE LE LE GROUP LLC  
 4202 TOMSCOT TRL  
 MADISON WI 53704-2749

### Wisconsin Department of Revenue Seller's Permit

**Legal/real name:** THE LE LE GROUP LLC  
**Business name:** HA LONG BAY  
 1353 WILLIAMSON ST  
 MADISON WI 53703-3756

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031532664-04





WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

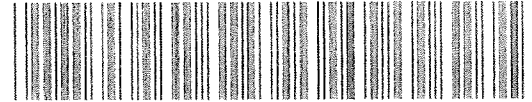
**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-327-0235  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

000366

THE LE LE GROUP LLC  
 4202 TOMSCOT TRL  
 MADISON WI 53704-2749

Letter ID L1467529264



## Wisconsin Business Tax Registration Certificate

**Expiration date:** November 30, 2025  
**Legal/real name:** THE LE LE GROUP LLC

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1031532664-04
Withholding Tax	Withholding Tax	036-1031532664-02





Date of this notice: 11-20-2023

Employer Identification Number:  
93-4489060

Form: SS-4

Number of this notice: CP 575 A

LE LE GROUP LLC  
STEPHANIE LE MBR  
4202 TOMSCOT TRL  
MADISON, WI 53704

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4489060. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2024
Form 940	01/31/2025
Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/efebusproviders](http://www.irs.gov/efebusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is LELE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 A

999999999

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 11-20-2023  
EMPLOYER IDENTIFICATION NUMBER: 93-4489060  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
|||

LE LE GROUP LLC  
STEPHANIE LE MBR  
4202 TOMSCOT TRL  
MADISON, WI 53704



1353 Williamson St. Lease

COMMERCIAL LEASE AGREEMENT

Landlord:

Tenant:

Personally Guaranteed By:

Attached Exhibit A contains all address and contact information of those listed above.

Property/Premises: 1353 Williamson St., Madison, WI 53703

This Lease is made on this date, \_\_\_\_\_ by and between CATTRAN, LLC as "Landlord", and \_\_\_\_\_ hereinafter referred to as "Tenant".

ARTICLE ONE: PREMISES AND TERMS

SECTION 1.1 PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises property of **1353 Williamson St. of the city of Madison, county of Dane, state of Wisconsin, 53703**. The leased premises consist of a freestanding retail building at ground level having an area of approximately \_\_\_\_\_ (\_\_\_\_) square feet, with full basement.

Unless noted otherwise in this lease, Tenant is accepting Premises in "as is, as exist" condition. Tenant acknowledges that Tenant has had viewed the Premises prior to the execution of this lease.

**ADD PARKING NOTE HERE**

SECTION 1.2 TERM: Initial lease term by Tenant is **Five (5) years and Five (5) months (totaling 65 months) commencing February 1<sup>st</sup>, 2024 (Lease Commencement Date), ending June 30<sup>th</sup>, 2029**. Payment of rent shall start **March 1<sup>st</sup>, 2029 (Rent Commencement Date)**. It is also during this time that Tenant is fully responsible for costs of insurance, remodeling of building, improvements, utilities, and other related items to be further described in this lease. Should Tenant occupy prior to Lease Commencement Date, Tenant is fully responsible for costs of insurance, remodeling of building, improvements, utilities, and other related items to be further described in this lease; rent schedule per Section 2.1 shall remain intact.

Once Tenant completes build-out, remodeling, and improvements to the property, a copy of all floors' blueprints shall be provided to Landlord.

1353 Williamson St. Lease

Tenant shall have the right to extend Lease and have three (3) 5-year options to extend the lease at Tenant's discretion. These options, if Tenant decides to activate, will reserve all aspects, unless specified, of the initial leasing terms except for the monthly rent amount and annual escalators and other excluded matters, unless noted and mutually agreed upon. The base rent of any option term's first year shall increase no more than 10% over the previous year's rent. After the first year of the given option term, the rental rate shall have a 3.00% annual increase. Landlord shall give written notice of rental rate increase to Tenant no later than 90 days prior to each lease term's expiration. Tenant shall have 90 days prior to end of lease term to exercise option term.

SECTION 1.3. DEFINITION OF LEASE YEAR. The term "Lease Year," as used herein, shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the date of rent commencement (3/1/20) of the term hereof if said date shall occur on the first day of the month; if not, then the first Lease Year shall commence upon the first day of the month next following the date of commencement of the term hereof. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

The period of 2/1/24 to 2/29/25 shall be incorporated into the first Lease Year ("Year 1").  
The period of 3/1/28 to 6/30/29 shall be incorporated into the fifth Lease Year ("Year 5")

ARTICLE TWO: RENT

SECTION 2.1 MINIMUM RENT: Tenant shall pay to Landlord, via postal mail or in person, unless specified, each month's rent payment on the first of the month. Payments sent shall be postmarked by no later than the 3<sup>rd</sup> of any given month. Landlord will notify Tenant of any address changes. Rental payments shall follow the rental schedule below:

2/1/24 – 2/29/24 (1 month):	\$0.00 per month
3/1/24 – 2/28/25 (12 months):	\$4,800 per month
3/1/25 – 2/28/26 (12 months):	\$4,950 per month
3/1/26 – 2/28/27 (12 months):	\$5,100 per month
3/1/28 – 2/29/29 (12 months):	\$5,250 per month
3/1/29 – 2/28/30 (12 months):	\$5,400 per month
3/1/30 – 6/30/31 (4 months):	\$5,400 per month

SECTION 2.2 ADDITIONAL RENT: In addition to minimum rent Tenant shall pay, as part of the consideration for this Lease, as additional rent (hereinafter referred to as "additional rent"), all additional amounts hereinafter provided for, and the same shall be payable upon Landlord's demand except as otherwise expressly provided.

1353 Williamson St. Lease

SECTION 2.3 PAST-DUE RENT: If Tenant shall fail to pay when due any rent, such unpaid amounts shall bear a penalty of \_\_\_\_\_ (\$\_\_\_\_) each day payment is late. If there is to be any situation in which postal mail is a deciding factor, the postmarking will determine any further or refundable penalty amounts.

SECTION 2.4 REAL ESTATE TAXES: Landlord shall be responsible for real estate taxes of the property for the initial term of Lease and Tenants' options. Tenant shall be responsible for any taxes associated with Tenant's business and business property.

SECTION 2.5 SECURITY DEPOSIT: Tenant shall deposit with Landlord the sum of Four Thousand and Eight Hundred Dollars (\$4,800.00), the receipt of which is acknowledged by Landlord. Said deposit shall be held by Landlord, with right of use, and without liability for interest or duty to render accounting, as security for the faithful performance by Tenant of all terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof.

SECTION 2.5.1 USE AND RETURN OF SECURITY DEPOSIT: If Tenant fails to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may apply said deposit or so much thereof as may be necessary to compensate Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be so applied by Landlord, then Tenant shall, upon Landlord's demand, forthwith remit to Landlord a sufficient sum to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) calendar days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rents herein provided for as they fall due, and all other sums payable by Tenant to Landlord hereunder, said deposit shall be returned in full to Tenant within 30 days after the end of the term of this Lease.

SECTION 2.5.2 TRANSFER OF SECURITY DEPOSIT: Landlord may transfer the security deposit to any purchaser of Landlord's interest in the leased premises, and thereupon Landlord shall be discharged from any further liability with respect to said deposit.

ARTICLE THREE: INSTALLATIONS, REPAIRS, AND MAINTENANCE

SECTION 3.1 MAINTENANCE BY TENANT: Tenant shall at all times keep the leased premises (including maintenance of storefront installations and replacement of all glass and molding when broken or damaged) and all partitions, doors (interior and exterior), fixtures, equipment and appurtenances thereof (including lighting, heating, ventilating, air conditioning, electrical, plumbing, plumbing equipment, lines and fixtures, light bulbs, light fixtures, blinds, restroom fixtures, and any existing or to-be-installed equipment and fixtures – i.e.: hoods, walk-in cool/freezers, etc.) in good order, condition and repair, including periodic painting as determined by Landlord. Tenant shall keep storefront sidewalks (front and/or side of the premise)

## 1353 Williamson St. Lease

and rear portions of the premise clean and clear of snow, hail, ice, weeds/plants, and rubbish. If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof; after which Tenant shall reimburse Landlord immediately the amount Landlord used for repairs plus twenty percent (20%) premium for Landlord's time and work to remedy.

Tenant shall be also responsible for removing graffiti from the property and restore any damaged/impacted areas to the condition prior to the vandalism.

Tenant shall also clean and maintain/repair any of the building's façade and appearance – this shall include the shingles, windows, doors, and/or any of the storefront appearance.

During the entire Lease term, as the same may be extended, Tenant shall maintain a service contract with respect to all heating, ventilation, and air conditioning units ("HVAC") servicing the leased premises, the minimum requirements of which shall provide for changing the filters, checking all belts, and oiling of the unit(s) not less than two (2) times per year. Tenant shall provide Landlord with evidence of such a service contract. If Tenant shall refuse or neglect to maintain such a service contract, Landlord may contract for the same, and Tenant shall pay Landlord, as additional rent, the costs therefor plus twenty percent (20%) for overhead. Tenant shall cause its service contractor to provide Landlord a statement of HVAC condition prior to Tenant's surrender of the leased premises.

Tenant is fully responsible for the repair to utilities, water heater, water softener, electrical issues, HVAC units and systems, and plumbing. Should an HVAC unit need to be replaced, only in respect to the furnace(s) and air condition unit(s), Tenant and Landlord shall mutually find a HVAC contractor and assess the costs of the replacement, and both Tenant and Landlord shall be responsible for one-half (1/2) of the replacement costs each. After the said unit(s) has been replaced, Tenant shall be fully responsible for any future repairs and replacement of said unit(s). Tenant shall hold Landlord harmless of any repairs and replacements of Tenant's trade fixtures (i.e.: equipment related to the hood, walk-in coolers, etc.).

Windows and glass shall be the responsibility of Tenant once Tenant occupies premises and has possession of the keys, even if prior to proposed occupancy date.

Tenant shall also be required to check on the condition of the roof once every three (3) months and will be responsible for removing leaves and other rubbish on roof when need be.

**SECTION 3.2 MAINTENANCE BY LANDLORD:** Unless noted in Section 3.1 above, Landlord shall keep roof and exterior walls of the leased premises in good structural condition, unless due to the acts of Tenant and Tenant's agents, and shall have access to the leased premises for such purposes.



## 1353 Williamson St. Lease

SECTION 3.3 EXTERIOR SIGNS: Tenant shall first obtain Landlord's written approval, which shall not be unreasonably withheld, of the design of all signs on the exterior of the leased premises. Furthermore, Tenant shall seek approval from the governing municipality for any signage permits as needed.

Only with Landlord's written approval, Tenant may, if Tenant chooses, remove all such signs at the termination of this Lease. Such installations and removals shall be made in such a manner as to avoid injury, defacement or any other damage to the building and improvements. The cost of any damage to the building caused by the installation, removal, or maintenance of such sign(s) shall be borne by Tenant. Should Landlord elect not to allow Tenant to remove the storefront signage, Tenant may not remove said sign. If the storefront signage is a "panel" or "box" sign, and Tenant desires to remove Tenant's trade name from sign, Tenant may do so only if Tenant replaces the front panel with a blank panel of equal size and material quality.

All costs for Tenant's sign(s) and the installation, maintenance, and removal thereof, shall be Tenant's responsibility. Tenant may elect to illuminate the storefront sign should Tenant desire to do so. It shall be the Tenant's responsibility and expense to supply an electrical source to the storefront sign(s).

SECTION 3.4 INSTALLATIONS BY TENANT: All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, mechanical equipment, shades or awnings or make any changes to the storefront without first obtaining Landlord's written consent, which shall not be unreasonably withheld. Tenant shall present to Landlord certified architect plans and specifications for such work at the time approval is sought. Tenant shall have any plans approved by the governing municipality and shall secure the needed permits prior to any work commencing on site. Landlord shall have no responsibility or liability whatever for any loss of or damage to material, fixtures or equipment so installed or left on the leased premises during any construction work.

All buildings and other improvements to be erected on the leased premises shall be of sound construction, worked on by licensed and insured contractors and tradesmen, and shall in every respect comply with all governmental laws, ordinances, regulations, and other requirements which may govern construction of the same.

Tenant, or its authorized agents or representatives, may be granted permission to enter the leased premises prior to completion of the building for the purpose of installing trade fixtures or performing any other work necessary and incidental to its operation insofar as such installation of trade fixtures or other work does not interfere with Landlord's Work in completing the leased premises and evidence of insurance by Tenant has been given to Landlord.

Any trade fixtures that are installed and affixed to the premises shall become property of

## 1353 Williamson St. Lease

the Landlord at the termination of the lease, unless mutually agreed upon. These fixtures may include, but not be limited to: hood, ansul system, fire suppression systems, walk-in refrigeration units, grease trap, etc. Should Tenant be allowed to remove any affixed fixtures, written consent from Landlord will be required, and removal of any such item will be done in a proper workmanlike order and not damage any parts of the premises and building. Tenant will then be responsible for repairing any areas that are damaged, or seal any areas that result from the removal of said affixed fixture. All work shall be done by a licensed and insured contractor or tradesman.

SECTION 3.5 LIENS AND OBLIGATIONS: Tenant agrees not to create or to permit others to create any lien or obligations against Landlord in making repairs or in installing materials, fixtures or equipment and to hold Landlord harmless from all claims and demands by any third party in any manner connected with such repairs or installations or with Tenant's occupancy for such purpose. Tenant shall comply with all laws and all directions, rules and regulations of all regulatory bodies or officials having jurisdiction except that Tenant shall not be required to comply with any laws, regulations or orders by governmental authority necessitating structural alterations, changes, repairs or additions, unless made necessary by acts or work performed by Tenant, in which case Tenant shall comply, at its own expense, after first procuring the written consent of Landlord, which shall not be unreasonably withheld.

SECTION 3.6 RUBBISH REMOVAL CHARGES: Tenant agrees to be fully responsible for rubbish removal on the property's premises. Tenant agrees to comply with any and all applicable federal, state and local laws relating to disposal of rubbish, including hazardous wastes as defined by law, and relating to the recycling of rubbish. Tenant agrees to comply with rules and regulations established from time to time by Landlord in order to comply with any such laws. Tenant agrees to hold Landlord harmless for fines, forfeitures, court costs or attorneys' fees which may be imposed upon Landlord or incurred by Landlord by reason of Tenant's failure to abide by the legal requirements and Landlord's rules and regulations concerning rubbish removal, disposal or recycling. Tenant shall provide its own janitorial service for and rubbish removal from the leased premises.

### ARTICLE FOUR: CONDUCT OF BUSINESS

SECTION 4.1 BUSINESS USE: It is understood and agreed that the leased premises shall be used and occupied by Tenant solely for the purpose of conducting the business of a \_\_\_\_\_ restaurant, and shall have the exclusive for such use at the property / shopping center.

Tenant may only use the basement for storage, prep work, and office needs, and shall not allow the general public access to the basement.

SECTION 4.2 IN GENERAL: Tenant shall at all times carry a full and complete stock of merchandise offered for sale at competitive prices and shall maintain adequate personnel for the efficient service of its customers and, in general, shall employ its best efforts, abilities and

### 1353 Williamson St. Lease

judgment so as to operate its business on the leased premises in a manner calculated to produce the maximum obtainable volume of sales and transactions. Tenant shall not conduct catalogue sales in or from the leased premises except of merchandise which Tenant is permitted to sell "over the counter" in or at the leased premises pursuant to the provisions of this Lease.

## 1353 Williamson St. Lease

Tenant shall conduct its business in the leased premises under its name as now advertised and used by it.

SECTION 4.3 UTILITY CHARGES: Tenant shall be responsible for and shall promptly pay any and all charges for heat, air conditioning, water and sewer, gas, electricity, or any other utility used or consumed in the leased premises. In the event any such utility is not separately metered to the leased premises, Tenant shall pay its share of the cost thereof as estimated by Landlord, without any override or surcharge imposed therefore by Landlord. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the leased premises. Tenant shall be responsible for contracting with the local utility companies/entities or any other such supplier of utilities for the use thereof prior to occupancy of the leased premises.

SECTION 4.4 ASSIGNMENT OR SUBLETTING: Tenant agrees not to sell, assign, mortgage, pledge or in any manner transfer this Lease or any estate or interest hereunder and not to sublet the leased premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the written consent of Landlord, which shall not be unreasonably withheld in each instance. Tenant shall reimburse Landlord in connection with such review and the preparation of documents in connection therewith, including any and all attorneys' fees incurred by Landlord with respect thereto, whether or not such transfer is consummated.

SECTION 4.5 SURRENDER: On the last day of the term of this Lease or the sooner termination thereof, Tenant shall peaceably and quietly surrender the leased premises in good order, condition and repair, fire and other unavoidable casualty, reasonable wear and tear excepted. All alterations, additions, improvements and fixtures (other than those enumerated hereafter) which may be made or installed by either Landlord or Tenant upon the leased premises and all hard-surface-bonded or adhesively affixed flooring shall become the property of Landlord and shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation, or injury at the termination of the term of this Lease, whether by the lapse of time or otherwise, all without compensation or credit to Tenant. At any time prior to surrender of the leased premises Tenant may, if not then in default, remove all trade fixtures and signs installed at Tenant's expense. If prior to surrender of the leased premises or within twenty (20) days thereafter Landlord so directs by written notice to Tenant, Tenant shall repair any damage occasioned by such removals, and if Tenant fails to do so without delay, Landlord may repair such damage and Tenant shall pay to Landlord, on demand, the cost thereof with interest at the rate of ten percent (10%) per annum from the date of such removal by Landlord, or the prime rate, whichever is higher. Any property not so removed shall be deemed abandoned and shall become the property of Landlord, provided that Landlord shall have the option to effect said removals and Tenant shall pay Landlord, on demand, the cost of effecting said removals together with the cost of repairing any damage occasioned by such removals, with interest at the rate of ten percent (10%) per annum from the date of such removal by Landlord, or the prime rate, whichever is higher. Any personal property not removed from the leased premises prior to the surrender thereof shall be deemed abandoned, and Landlord shall have the unqualified right to keep, destroy or dispose of same.

## 1353 Williamson St. Lease

The delivery to Landlord of the keys to the leased premises at the place then fixed for the payment of rent shall constitute surrender of the leased premises by Tenant, and acceptance of the keys by Landlord shall constitute acceptance by Landlord of such surrender. Such acceptance by Landlord shall not constitute a waiver of any rights to liquidated damages under the terms of this Lease. This method of surrender shall not be exclusive and shall be in addition to all other methods of surrender.

Anything in this Section to the contrary notwithstanding, at any termination of this Lease, Landlord shall have a lien upon all of the property of Tenant then located in or upon the leased premises to secure the payment of any amounts due from Tenant to Landlord by reason of this Lease or to secure the payment of liquidated damages, and Landlord may retain possession of such property until Landlord receives payment in full of said amounts. Said lien shall not be defeated by placing such property in storage. If Tenant has not redeemed said property within fourteen (14) days after the termination of this Lease, Landlord may sell such property at public or private sale without further notice to Tenant and shall apply the proceeds of such sale to reduce the amounts then owned from Tenant to Landlord.

### ARTICLE FIVE: INSURANCE

SECTION 5.1 LIABILITY INSURANCE: Tenant shall, commencing on the date that is the earlier of the Commencement Date or the date that Tenant first enters the Leased Premises to perform any Tenant's Work, procure and maintain policies of insurance, at its own cost and expense, insuring:

(a) Landlord and Tenant from all claims, demands or actions for injury to or death of any person in an amount of not less than \$1,000,000.00, for injury to or death of more than one person in any one occurrence to the limit of \$2,000,000.00 and for damage to property in amount of not less than \$500,000.00 made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Leased Premises. Said insurance shall comprehend full coverage of the indemnity set forth in Section 5.7 hereof;

(b) Tenant from all workmen's compensation claims; and

(c) Tenant for its personal property, trade fixtures and records.

Tenant shall also name the Landlord as an insured on Tenant's policy. Landlord will not have any liability for damage to any person or property sustained by Tenant or its employees, agents, invitees, or any other person resulting from any condition at the Premises or adjacent or appurtenant to the Premises unless damage was caused by the willful and malicious act of Landlord or its agents.

SECTION 5.2 TENANT'S CONTENTS AND FIXTURES: Tenant shall be responsible for obtaining such insurance as it may deem advisable for all contents and merchandise located in the leased premises together with coverage for any fixtures, equipment or work done by

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Tenant. It is understood that the insurance carried by Landlord does not cover the risk of loss or damage to Tenant's property, equipment or fixtures. Tenant waives any claim against Landlord and shall save Landlord harmless from any claim for loss or damage to contents, merchandise, fixtures, equipment or work done by Tenant regardless of the cause of any such damage or loss.

SECTION 5.3 PLATE GLASS: Tenant shall forthwith, at its own cost and expense, replace any broken/missing glass with glass of the same quality and type any broken glass in exterior or interior windows and doors in or upon the leased premises. Tenant shall be responsible for obtaining any insurance coverage it deems advisable for such plate glass.

SECTION 5.4 INCREASE IN FIRE INSURANCE: Tenant agrees that it will not keep, use, sell or offer for sale in or upon the leased premises any article which may be prohibited by the standard form of fire insurance policy. If Tenant's occupancy shall cause any increase in premiums for fire or casualty insurance on the leased premises, or any part thereof, above the rate of the least-hazardous type of occupancy legally permitted in the leased premises, Tenant shall pay the additional premium on such insurance. Tenant shall also pay, in such event, any additional premium on the rent insurance policy that may be carried by Landlord for its protection against rent loss through fire or other casualty. The invoice for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and the same shall be due and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and paid as, additional rent.

SECTION 5.5 BUILDING INSURANCE: Landlord shall be responsible for the insurance of the physical structure of the building on property.

SECTION 5.6 EXEMPTION OF LANDLORD FROM LIABILITY: Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income or other consequential damages or for damage to the inventory, fixtures, furnishings, improvements or other property of Tenant, Tenant's employees, invitees, customers, sublessees, agents, occupants, contractors, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, occupants, invitees, customers, sublessees, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinkler, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause whatsoever, whether said damage or injury results from conditions arising upon the Premises, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Property.

SECTION 5.7 INDEMNIFICATION: To the greatest extent allowable by law, Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and

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shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

SECTION 5.8 MUTUAL WAIVER OF SUBROGATION: Nothing in this Lease shall be construed so as to authorize or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Article VII by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either Landlord or Tenant from obtaining any such policy.

### ARTICLE SIX: DESTRUCTION OF LEASED PREMISES

SECTION 6.1 DESTRUCTION OF LEASED PREMISES: If the leased premises are damaged or partially destroyed by fire or other casualty to the extent of less than one-fourth (1/4) of the then cost of replacement thereof above foundation, the same shall be repaired by Landlord as quickly as is practicable, except that the obligation of Landlord to rebuild shall be limited to repairing or rebuilding of Landlord's Work, if any. If the leased premises are so destroyed or damaged to the extent of one-fourth (1/4) or more of the then replacement cost thereof, then Landlord may elect not to repair or rebuild by giving Tenant written notice terminating this Lease, in which event this Lease shall be terminated as of the date of such notice.

SECTION 6.2 REBUILDING BY LANDLORD: If Landlord shall undertake to restore or repair the leased premises, it shall initiate and pursue the necessary work with all reasonable dispatch in a manner consistent with sound construction methods.

SECTION 6.3 ABATEMENT OF RENT UPON DESTRUCTION OF PREMISES: If such damage or partial destruction renders the leased premises wholly untenable, the 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

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minimum rent shall abate proportionately as to the portion of the leased premises rendered untenable.

SECTION 6.4 PARTIAL DESTRUCTION OF LEASED PREMISES: If the building of which the leased premises are a part is destroyed or damaged by fire or other casualty to the extent of one-fourth (1/4) or more of the rentable area, notwithstanding that the leased premises may be unaffected by such fire or other casualty, and Landlord determines not to rebuild or repair such damage, then, at the option of either Landlord or Tenant, this Lease may be terminated upon sixty (60) days' written notice to the other party, which notice is to be given within sixty (60) days of damage or casualty, and thereupon this Lease shall end, Tenant shall surrender possession, and minimum rent and additional rent shall be adjusted as of the date of such termination.

### ARTICLE SEVEN: EMINENT DOMAIN

SECTION 7.1 CONDEMNATION/EMINENT DOMAIN OF LEASED PREMISES: If the whole or any part of the leased premises is taken by the exercise of the power of eminent domain so as to render the leased premises unsuitable for business, in the opinion of Landlord, then the term of this Lease shall terminate as of the date possession is taken by the condemner or the process of eminent domain. In the event of a partial taking or condemnation which is not extensive enough to render the leased premises unsuitable for business, in the opinion of Landlord, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect, and the minimum rent shall be reduced in the proportion that the part of the building area covered by this Lease is taken bears to the area of the leased premises.

SECTION 7.2 LANDLORD'S DAMAGES: In the event of any condemnation or taking, whether whole or partial, 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, Tenant hereby expressly waiving any rights or claim to any part thereof.

SECTION 7.3 TENANT'S DAMAGES: Although all damages in the event of any eminent domain or condemnation are to belong to 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 merchandise, furniture, fixtures, leasehold improvements and equipment.

### ARTICLE EIGHT: REMEDIES

SECTION 8.1 EVENTS OF DEFAULT BY TENANT: The following events shall be



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deemed to be events of default by Tenant under this Lease:

- a. Tenant shall fail to pay any rent when due and shall fail to pay the delinquent rent within five (5) days after written notice of such failure shall have been given by Landlord to Tenant;
- b. Tenant shall fail to perform or comply with any of the terms, covenants or conditions of this Lease other than the payment of rent and shall not cure such failure within thirty (30) days after written notice thereof to Tenant; provided, however, that Tenant shall not be in default after such thirty (30)-day period if it is using and has used reasonable diligence to cure such failure of compliance;
- c. Tenant shall file a petition in bankruptcy or insolvency or for reorganization of any bankruptcy act or shall make assignment for the benefit of creditors or shall have a receiver or trustee appointed for all or substantially all of its assets;
- d. Tenant shall be adjudged bankrupt or insolvent in involuntary proceedings instituted against Tenant under any bankruptcy act; and
- e. Tenant shall vacate or abandon all or substantially all of the leased premises.

Landlord shall be deemed to be in default of this Lease if it fails to comply with any covenant or condition hereunder and such failure continues for a period of thirty (30) days after receipt of notice thereof from Tenant; provided, however, that Landlord shall not be in default after such thirty (30)-day period if it has used reasonable diligence to cure such failure of compliance.

If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees incurred by Landlord in connection therewith.

In the event that the bank shall return to Landlord any Tenant rent check marked "insufficient funds" (or equivalent) a Fifty Dollar (\$50.00) fee shall apply as to each such check. In such event, Tenant shall promptly replace said check with a **Cashier's Check or Money Order** for the original amount plus said \$50.00 fee.

If during any 365-day period Tenant commits three (3) defaults (either rental or non-rental defaults), Landlord may, at its option, immediately exercise any and all remedies available under this Lease or at law or in equity, all without giving Tenant any notice or an opportunity to cure the last (i.e., the third or subsequent) default (notwithstanding any notice-and-cure provision or other Lease provisions to the contrary).

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SECTION 8.2 RE-ENTRY BY LANDLORD: Upon the termination of this Lease as aforesaid, or if Tenant at any time during the term of this Lease vacates the leased premises or ceases operating said business in the entire or any appreciable part of the leased premises or fails to keep the leased premises open for business during the days and hours established, except for causes beyond its control, Landlord may re-enter the leased premises without process of law, using such force as may be necessary, and remove all persons and chattels therefrom, and Landlord shall not be liable for damages or otherwise by reason of re-entry or termination of the term of this Lease. 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, and Landlord shall be entitled to recover rent, such sum to be paid in equal monthly installments on the first day of each month during such period.

SECTION 8.3 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 same or any part thereof for such term or terms (which may be for 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; and, upon each such reletting, all rentals received by 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 and expenses of such reletting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If the monthly rentals received from such reletting shall be less than that to be paid during such 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, reasonable attorneys' 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 over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter.

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SECTION 8.4 PARTIES MAY REMEDY DEFAULTS: In the event of any breach hereunder by either party, and in lieu of Landlord's terminating this Lease as herein provided, Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requested notice to correct the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including reasonable attorneys' fees, in instituting or prosecuting any action or proceeding to enforce such party's rights hereunder, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof, on the first day of the month following the payment of such respective sums, and if paid or incurred by Tenant, shall be due and payable by Landlord on demand without interest. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided to be performed by the respective parties or deprive Landlord of any legal rights which it may have by reason of any default of Tenant.

SECTION 8.5 LANDLORD'S REMEDIES; LIQUIDATED DAMAGES: In the event that at any time, whether before or after the commencement of the term hereof, a petition shall be filed by Tenant or against Tenant and Tenant shall thereafter be adjudicated bankrupt, or such petition shall be approved by the court, in any court or pursuant to any statute either of the United States or of any state, whether in bankruptcy, insolvency, for reorganization under Chapter XI of the Bankruptcy Act or under the Arrangement provisions of the Bankruptcy Act, or under the provisions of any law of like import, for the appointment of a receiver or trustee of Tenant or for the property of Tenant, or if Tenant shall make an assignment of Tenant's property for the benefit of its creditors, or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, then immediately upon the happening of any such event, and without any entry or other act by Landlord, this Lease and the term and estate hereby granted (whether or not the term therefor shall have commenced) shall expire, terminate and come to an end in the same manner and with the same force and effect as if the date of such occurrence were the date hereinbefore fixed for the expiration of the term hereof. In the event of the termination of the term hereof by the happening of any such event, Landlord shall forthwith upon such termination, and any other provisions of this Lease to the contrary notwithstanding, become entitled to recover, as and for liquidated damages caused by such breach of the provisions of this Lease, an amount equal to the difference between the then cash value of the rent reserved hereunder for the unexpired portion of the demised term (in determining the rent reserved hereunder, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of termination hereunder, or during the preceding three (3) full calendar years, whichever period is shorter) and the then cash rental value of the leased premises for such unexpired portion of the term hereby demised unless the statute which governs or shall govern the proceeding in which such damages are to be proved limits or shall be entitled to prove as and for liquidated damages an amount equal to that allowed by or under such statute.

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The provisions of this paragraph shall be without prejudice to Landlord's right to prove in full damages for rent accrued prior to the termination of this Lease but not paid. This provision of this Lease shall be without prejudice to any rights given Landlord by any pertinent statute to prove for any amounts allowed thereby. In making such computation, the then cash rental value of the leased premises shall be deemed prima facie to be the rent realized upon any reletting, if such reletting can be accomplished by Landlord within a reasonable time after such termination of this Lease.

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SECTION 8.6 WAIVER OF REDEMPTION: Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the leased premises by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

SECTION 8.7 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 therefor arises.

SECTION 8.8 DEFAULT BY LANDLORD AND RIGHTS OF TENANT: Landlord shall be in default under this Lease if it fails to observe and perform any provisions or to fulfill any covenant of this Lease where such failure continues for thirty (30) days, 21-days if it is HVAC or hood related, after Tenant's written notice to Landlord specifying the nature of such default. In case of a default that cannot be completely cured or remedied within such thirty (30) day period, 21-days if it is HVAC or hood related, a Landlord default shall occur if Landlord does not commence a cure within such thirty (30) day period (21-days if it is HVAC or hood related), or, having commenced a cure, if Landlord fails to diligently proceed to remedy or cure such default and promptly complete such remedy in a timely manner. Upon a Landlord default beyond any applicable notice and cure period, Tenant shall have all remedies available at law or in equity. If in an event where Tenant is

In the event that Landlord has not commenced the remedy of a Landlord default, Tenant may have the right to perform the needed remedy and invoice Landlord for the cost of the remedy, and/or with notice, withhold rent so that the cost of the remedy is reimbursed.

## SECTION NINE: MISCELLANEOUS

SECTION 9.1 SUBORDINATION: At Landlord's option, this Lease shall be subordinated to any existing mortgages covering the leased premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything contained herein to the contrary notwithstanding, every such mortgage shall contain a provision that the mortgagee shall recognize the validity of this Lease in the event of foreclosure of Landlord's interest so long as Tenant shall not be in default under the terms of this Lease. Tenant shall execute whatever instruments may be required to effect such subordination.

SECTION 9.2 SALE OF PROPERTY: Landlord shall have the right at any time to sell, transfer or convey its interest in the real estate, improvements and building of which the leased premises are a part to any person, firm or corporation whatsoever, and upon any such sale, transfer or conveyance, Landlord shall cease to be liable under any covenant, condition or obligation imposed upon it by this Lease, or any of the terms and provisions thereof; provided, however, that any such sale, transfer or conveyance shall be subject to this Lease and that all of Landlord's covenants and obligations contained herein shall be binding upon the subsequent

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owner or owners thereof; and provided further that such transferee of Landlord shall, in writing, assume the obligations of Landlord hereunder.

SECTION 9.3 OFFSET STATEMENT: Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the leased premises and/or the land thereunder by Landlord, an offset statement shall be required by Tenant, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

SECTION 9.4 ATTORNMENT: Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

SECTION 9.5 RECORDING: Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the leased premises and the term of this Lease and shall incorporate this Lease by reference.

SECTION 9.6 EXCAVATIONS: In case any excavation shall be made for buildings or improvements or for any other purpose upon the land adjacent to or near the leased premises, Tenant will afford to Landlord, or the person or persons, firms or corporations causing or making such excavation, license to enter upon the leased premises for the purpose of doing such work as Landlord or such person or person, firms or corporations shall deem to be necessary to preserve the walls or structures of the building from injury, and to protect the building by proper securing of foundations. Insofar as Landlord may have control over the same, all such work shall be done in a manner as will not materially interfere with the operation of Tenant's business in the leased premises.

SECTION 9.7 ACCESS TO PREMISES: Landlord reserves the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same, or for making repairs, additions or alterations to the building in which the leased premises are located, to exhibit the leased premises to prospective tenants, purchasers or others, to display, during the last ninety (90) days of the Lease term, without hindrance or molestation by Tenant, "For Rent" or similar signs on the exterior of the leased premises. The exercise by Landlord of any of its rights under this provision shall not be deemed an eviction or disturbance of Tenant's use and possession of the leased premises.

SECTION 9.8 QUIET ENJOYMENT: If and so long as Tenant pays the rent reserved by this Lease and performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the leased premises, subject, however, to the terms of this Lease.

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SECTION 9.9 NOTICES: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by certified mail to the addresses given below, or such other address as Landlord or Tenant may designate in writing, and either party hereto may, by like written notice, at any time and from time to time, designate a different address to which notices shall subsequently be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

If to Tenant:

If to Landlord:

SECTION 9.10 HOLDING OVER: In the event Tenant remains in possession of the leased premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the same as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. However, rental rate during the holdover period shall be 125% of the last official rental rate.

SECTION 9.11 CONSENTS BY LANDLORD: Whenever under this Lease provision is made for Tenant securing the written consent or approval of Landlord, such consent or approval shall not be unreasonably withheld.

SECTION 9.12 SUCCESSORS AND ASSIGNS: The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

SECTION 9.13 GOVERNMENTAL REGULATIONS: Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all city, county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to installations, repairs and business operations in the leased premises and shall faithfully observe all statutes now in force or which may hereafter be in force.

SECTION 9.14 ENVIRONMENTAL LAWS: Landlord represents that the leased premises and the building of which the leased premises are a part are in compliance with, and upon commencement date of this Lease will be in compliance with, applicable laws, ordinances, regulations, rules, and other governmental requirements in effect with respect to the leased premises and the building. Landlord further represents that no substance has been, is, or will be present on the leased premises or in the building of which they are a part prior to the commencement of this Lease in a form, quantity or manner which if known to be present, on, under, in or about the property would require clean-up, removal or some other remedial action ("hazardous substance") under any federal, state or local laws, regulations, ordinances or rules ("environmental laws"). Tenant agrees that during its tenancy, it will cause no substance to be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the leased premises or the building of which they are a part in a form, quantity or manner which if known to

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be present on, under, in or about the property would require clean-up, removal or some other remedial action under applicable environmental laws. All such hazardous substances shall be handled in accordance with applicable laws.

SECTION 9.15 FORCE MAJEURE: In the event that either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, lock outs, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not attributable to the negligence or fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the unavoidable delay and the period for the performance of any such act shall be extended for an equivalent period; provided, however, that this provision shall not operate to excuse Tenant from the timely payment of rent and other payments required by the terms of this Lease.

SECTION 9.16 ESTOPPEL CERTIFICATES: Tenant shall from time to time, within five (5) days from the request of Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that the Landlord is not in default under the Lease or any modifications thereto, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by a prospective purchaser of the Leased Premises, mortgagee of the Leased Premises and their respective successors and assigns.

SECTION 9.17 GENERAL: Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant. No waiver of any default of Tenant or Landlord hereunder shall be implied from any omission by Landlord or Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent, similar act by Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof. The necessary grammatical



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changes required to make the provisions of this Lease apply in plural sense where there is more than one tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the leased premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and by Tenant. The headings contained herein are for convenience only and do not define, limit or construe the contents of the provisions hereof. All negotiations, representations and understandings between the parties hereto are incorporated herein and may be modified or altered only by agreement in writing between the parties hereto.

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### SECTION 9.18 MISC.:

- Parties agree that the following fixtures and equipment are currently in and/or attached to the property, and shall remain as part of the building and shall be considered Landlord's property at the termination of the lease.
  - Commercial kitchen hood
  - Grease trap
  - Water softener
  - Storefront box signage

Tenant shall not have the right to remove above said items without written consent from Landlord, and compensation, but Tenant shall be responsible for maintenance, repairs, and replacement of such fixtures and equipment.

- Tenant agrees to keep the interior temperature and thermostat of the premises to be no less than 55-degrees so to prevent any pipes from freezing and being damaged. Should there be any damage to the pipes, plumbing, and related systems due to extreme temperatures, Tenant shall be responsible for the repairs/ replacements of any issues that arise.
- At any time during the initial lease and its extensions, Tenant shall have the Option to Purchase the property, and may exercise said option at any time. The sale price of the property shall be determined by the average of three (3) 3<sup>rd</sup> party real estate professionals (i.e.: real estate agent/broker, appraiser, etc.).
  - Tenant shall, at own expense, hire Tenant's 3<sup>rd</sup> party real estate professional.
  - Landlord shall, at own expense, hire Tenant's 3<sup>rd</sup> party real estate professional.
  - Final 3<sup>rd</sup>-party professional shall be mutually decided upon by both Tenant and Landlord, and shall also be the first recipient of Tenant's 3<sup>rd</sup> party real estate professional's and Landlord's 3<sup>rd</sup> party real estate professional's findings, and then present all three 3<sup>rd</sup> parties' findings to the Tenant and Landlord at the same time.

Parties will mutually agree to a closing date, along with other due diligence items upon Tenant exercising Tenant's Option to Purchase.

Should at any time during the lease a third-party purchaser approach the Landlord with an offer to purchase of the property, and said offer is accepted, Tenant may exercise Tenant's purchase option within 14 days of written and delivered notice from the Landlord, and may take the priority position and purchase the property within the pre-agreed price stipulation(s) no matter the offer price of the third-party buyer. Tenant will be allowed up to \_\_\_\_\_ days to obtain the needed financing should option be exercised. Should Landlord succeed in selling the

1353 Williamson St. Lease

property to a third-party purchaser, all prior existing terms of Tenant's option to purchase remain intact and shall carry over to the new owner.

Upon the purchase of the property, at closing, Seller/Landlord shall return Security Deposit to Tenant/Buyer.

SECTION TEN: ATTACHMENTS

SECTION 10.1. ATTACHMENTS The following are attached hereto and made a part hereof with the same force and effect as if set forth in full herein:

- Exhibit A – Lease Guaranty
- Exhibit B – Site Plan (to also show parking stall assignment)
- Exhibit C – Floorplan

*Signatures appear on the following page.*

1353 Williamson St. Lease

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:           CATTRAN, LLC

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

TENANT:             \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

1353 Williamson St. Lease

Exhibit A

LEASE GUARANTY

To induce Landlord to enter into the foregoing lease, and in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned guarantors, jointly and severally, do personally guaranty payment of rent and all other sums due or to become due from the Tenant, its successors or assigns during the initial and any extended terms of the lease; and the performance by the Tenant, its successors or assigns of all covenants and agreements required to be performed by the Tenant, its successors or assigns during the initial and any extended terms of the lease.

Landlord may immediately sue on the guaranty without first attempting to collect from Tenant or to realize on any collateral, but shall first give guarantors notice that Landlord will take such action. Undersigned shall, within 10 days after notice from Landlord, pay Landlord any amounts due under this guaranty.

Undersigned waives notice of acceptance and any other notice; except Landlord shall give undersigned any notice of default which Landlord gives Tenant.

This guaranty shall be binding upon the undersigned and their heirs, personal representatives, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Guarantor:

Home Address:

Telephone:

E-mail:

