

LEASE

THIS LEASE, made and entered into this **24st** day of **November, 2020**, by and between **Makers Village Investors Group LLC** (hereinafter "Landlord"), and **Makerspace of Milwaukee, Inc** (hereinafter "Tenant").

1. Leased Premises

Landlord, in consideration of the rent to be paid and the covenants to be performed by the Tenant, does hereby demise and lease unto Tenant, and Tenant does hereby rent from Landlord, **Marked areas on attached drawing (13,500)** square feet, of those certain premises ("Premises"), now known as 2517 E. Norwich, St. Francis, WI 53235

2. Term

The term of this Lease shall be **1** years commencing on **December 1st, 2020** and expiring on midnight on the **1st** day of **December, 2021**.

Upon the expiration of the initial **1** year period of this Lease, this Lease shall be renewable for three additional **3** year periods, upon similar terms and conditions, upon the agreement of both parties hereto. Tenant understands that rent may be increased for renewal terms.

3. Rent

The fixed minimum rental during the period from **December, 2020** until **November, 2021** shall be \$ **3,187.50** per month, due and payable on the 1st day of each month. Rent shall be considered late if received after the 7th day of the month and a late penalty of one percent (1%) of the monthly rent shall be assessed for every day that said rent payment is late, retroactive to the first day of the month.

Tenant shall further pay to Landlord a security deposit in the amount of \$ **3,187.50**, at the time the lease is signed. The first month's rent shall be due by **December 1st, 2020**. Said security deposit shall be returned to Tenant after Tenant vacates the premises and there are no sums due from Tenant for damage or clean-up.

4. Additional Tenant Payment

In addition to the payments required herein as rent to the Landlord, the Tenant shall, during any term or extended term of this Lease, and for any period that the premises are opened for business before the first day of the first full month of this Lease, also pay the following:

(a) Licenses

All license, permit, occupational, and inspection fees assessed against said premises or either party to this Lease by reason of the Tenant's use or occupancy of said Premises; and the Tenant shall hold the Landlord free and harmless from any loss, damage or expenses arising out of or by reason of any charges or fees specified in this paragraph. Immediately following execution of this Lease, the Tenant shall file all appropriate applications with the federal, state and local licensing authorities requesting the issuance to Tenant of all permits or licenses as shall be necessary to permit Tenant to conduct its operations on the Premises. Landlord agrees to cooperate fully with Tenant in processing all such license applications. Tenant agrees to comply with all federal, state, and local laws, rules, regulations and ordinances governing their business and to keep in effect the necessary licenses and permits and further agrees to post in a prominent place in the Premises such notices or permits as required by law, rule, regulation or ordinance.

(b) Taxes

During the term of this Lease and any renewal or extension thereof, Tenant shall pay, before delinquency,

all municipal, county, state and federal taxes or assessments levied upon or becoming payable in respect of any leasehold interest, or leasehold improvements, fixtures, equipment or personal property of any kind, owned by, or used in, or placed upon, in or about the Premises by the Tenant, including any fixtures, equipment, facilities and personal property contained in the Premises at the commencement date of this Lease. Tenant specifically agrees that it shall be solely responsible for any and all taxes and assessments, and shall hold Landlord harmless for such payments. At no time shall Tenant's leasehold interest, leasehold improvements or any fixtures, equipment or personal property situated in, on, or about the Premises become the subject matter of a lien for non-payment of any of the foregoing taxes, assessments or charges; and Tenant shall hold the Landlord free and harmless from any loss, damage, or expense arising out of or by reason of any such taxes or assessments.

5. Use and Operation.

Tenant agrees that it will use the leased Premises for the following purposes: **Community Workshop Space**, in compliance with all applicable laws, ordinances, and regulations of federal, state and local governments, and for no other purpose without the consent of the Landlord first had and obtained in writing (which consent shall not be unreasonably withheld, with a failure by Landlord to respond within 30 days of written request received from Tenant being deemed to be consent of Landlord). Tenant shall continuously and uninterrupted, during the term of this Lease or any renewals or extensions thereof, occupy and use the entire leased Premises for the purpose or purposes herein specified; and no part of the leased Premises shall be occupied or used by any person for any purpose or in a manner so as to increase the insurance risk or prevent the obtaining of insurance or so that, in accordance with any requirement of law or any public authority, the Landlord shall be obliged to make any addition or alteration to or in the leased Premises or the building containing the leased Premises.

6. Insurance.

(a) Public Liability Insurance.

From and after the commencement date of this Lease and throughout the term of this Lease or any extensions or renewals thereof, Tenant agrees to and shall indemnify and save the Landlord harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by the Tenant on the leased Premises; and Tenant shall further protect, indemnify and save harmless the Landlord from and against any liability to third parties and to Tenant, its employees, or agents incurred by any act or neglect of Tenant, or its agents, servants or employees in, on or about the leased Premises, or resulting from the condition of the leased Premises, or any equipment or appurtenance, or such as may result from any accident in or about said leased Premises or which may result directly or indirectly from any act or neglect of any person; and Tenant shall at all times, at its own cost and expense, protect the Landlord with comprehensive public liability insurance and property damage insurance in amounts not less than \$300,000.00 each person, \$300,000.00 each accident, and \$100,000.00 property damage, or a single limit of \$1,000,000.00 bodily injury, property damage whether providing an underlying limit or umbrella limit of \$1,000,000.00, which insurance policies shall cover accident or damage in, on or about the leased Premises, including parking areas, entranceways and hallways. Said insurance policies shall name Landlord, any other parties in interest designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) day prior written notice. Said insurance shall be with an insurance company approved by Landlord; and Certificates evidencing the existence of the insurance coverage shall be delivered to Landlord upon request prior to the commencement of the term of this Lease and thereafter at least thirty (30) days prior to the expiration of any existing policy. This provision shall in no way limit or affect Tenant's duties to comply with applicable state or federal laws, rules or regulations regarding mandated insurance coverage pertaining to the operation of Tenant's business or the use of the Premises during the term of this Lease, compliance with which shall be the express duty of Tenant.

7. Maintenance and Repair of the Premises.

Tenant shall be responsible for all repairs and maintenance of its leased portion of the Premises, not including structural repairs to the roof and exterior walls of the Premises, nor repairs necessary to the roof areas, as these would be considered capital improvements adding to the value of the Premises. Tenant shall keep and maintain the interior and any exterior areas altered or modified by the tenant either intentionally or accidentally in good, sightly and reasonably attractive condition; and the Tenant at its own expense, from time to time when required, shall make all necessary repairs upon the Premises, and shall keep and maintain in good condition of repair the plumbing and electrical systems, and all fixtures, appliances and facilities, and all signs, doors and window glass. In addition, Tenant shall replace, at its own expense, all glass windows damaged or broken during the term of its Lease. Tenant shall comply with all ordinances, laws, statutes, rules or regulations of any governmental body pertaining to sanitary, healthful and safety conditions as to the use of the Premises, and the Tenant shall comply with all such ordinances and laws pertaining to the keeping clean from debris and refuse, the sidewalks, driveways, areaways, parking lots and alleyways in and around and abutting on said Premises Tenant's expense and shall include all replacements, repairs and maintenance whether major or minor in nature. At the time of the expiration of the tenancy created herein, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted.

Tenant shall keep the Premises and all fixtures and equipment and all leasehold improvements, free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agree to bond against or discharge any construction lien within ten (10) days after written request therefor by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursements to be made within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses, along with interest thereon at the maximum rate permissible by law to the date of payment.

8. Landlord not Liable for Damage.

Landlord shall not be liable for any loss or damage to persons or to the property of the Tenant or of its employees, agents or invitees occasioned by or resulting from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash stand, water closet, or waste pipe in, above, upon or about the building or Premises, nor the operation or maintenance of the heating plant or boiler, nor for damage occasioned by water, snow or ice being upon, about or coming through the building or Premises, nor by breakage of glass in the windows or door or other lights, nor for damage arising from acts of neglect of sub-tenants, or other occupants of the building or of adjacent or contiguous property.

9. Fixtures and Equipment.

The Tenant may install fixtures, equipment and appliances for the conduct of its business upon the leased Premises, and shall be permitted to make such installation as soon as practicable; but the Landlord shall have no responsibility or liability whatsoever for any loss or damage to the fixtures, equipment or appliances so installed or situated on the Premises. Tenant agrees not to create or suffer others to create, any lien or obligation against the Premises or the Landlord by reason of its authorized installation aforesaid, and, further, to hold the Landlord harmless of and from all claims and demand of third persons in any manner relating to such installation or to the Tenant's occupancy of the Premises for such purpose.

The aforesaid fixtures, equipment and appliances may be affixed to the building and Tenant may remove the same at will and shall remove the same at the Landlord's request, provided, however, that all damage thereby incurred to the building or the Premises shall be repaired by and at the expense of the Tenant; and provided further, that the Tenant is not then in default under any of the conditions and provisions of this Lease, in which latter event, the Landlord shall have a lien consonant with a chattel mortgage on such fixtures, equipment and appliances until the default issue shall have been resolved or satisfied.

Tenant may remove and replace any fixtures, equipment and appliances furnished to Tenant by Landlord in this Lease, replacing same with fixtures, equipment or appliances owned and installed by Tenant, provided that such fixtures, equipment or appliances so replaced by Tenant shall become and remain the property of Landlord in all events upon installation thereof.

10. Improvements and Alterations

Tenant shall not make any improvements, alterations, additions, or repairs to the Premises or make any contract therefor without first procuring Landlord's written consent and delivering to the Landlord the plans and specifications and copies of the proposed contracts and necessary permits unless an emergency situation exists, in which event Tenant shall notify Landlord of any such improvement or alteration as promptly as possible. All alterations, additions, improvements and fixtures, which may be made or installed by either of the parties hereto upon the Premises, and which in any manner are attached to the floors, walls or ceilings, at the termination of the Lease shall become the property of the Landlord, unless Landlord requests the removal, and shall remain upon and be surrendered with the Premises as a part thereof, without damage or injury; any linoleum or other floor covering of similar character which may be cemented or otherwise fitted or adhesively affixed to the floor shall likewise become the property of Landlord, all without compensation or credit to Tenant. Notice is hereby given that no construction or other lien sought to be imposed on the Premises shall in any manner affect the right, title or interest of the Landlord therein. Within thirty (30) days after the completion of any work on the Premises, Tenant shall provide Landlord, in form satisfactory to Landlord, with the contractor's statements, affidavits and waivers of lien and shall also provide supporting waivers of lien and affidavits from all sub-contractors and material men.

In the event that any capital improvements (i.e. additional paved area, repaving, new building space, etc.) are made by the Landlord and agreed upon by the tenant, the monthly Rent will be adjusted and an amount equal to 1% of the cost of the improvement shall be added to the monthly base rent.

11. Defaults

In the event default is made by the Tenant in payment of the rentals or additional rents provided for in this Lease, or any part thereof, when due, and such default shall continue for ten (10) days after written notice is delivered to Tenant personally or is mailed by certified mail, return receipt requested, demanding payments of said rentals or additional rents; then the Landlord shall, without further notice, at its option, have the right to re-enter said Premises to remove the Tenant and all persons holding under it therefrom, and to terminate this Lease and repossess itself of the Premises. Provided, however, that repossession shall not constitute a waiver by Landlord of any other rights which it may have to enforce collection of such rentals for the balance of the term or extended term hereof, or to recover damage from the Tenant for default in payment of said rentals or in the performance of the terms and covenants of this Lease by the Tenant.

In the event the Tenant shall default in any of the terms, provisions, or covenants of this Lease other than payment of rentals, the Landlord may forward written notice of such default by certified mail, return receipt requested, to Tenant, or deliver same personally; and Tenant agrees that if it be in default as set forth in such notice it will cure such default within thirty (30) days of the date of such mailing or personal delivery of such notice. In the event the Tenant shall fail to cure such default as herein set forth, the Landlord may, but is not obligated to, cure such default and the cost and expense thereof shall be deemed to be additional rent to be paid by Tenant on the next day when fixed monthly rental shall become due and collectible, together with interest thereon at the maximum rate permissible under law until paid. If, however, after due notice to the Tenant of an opportunity to cure the same, the Tenant shall refuse to cure or make good any such default, the Landlord may, at its option, terminate this Lease and take possession of the leased Premises, such termination of Lease being without prejudice to the right of recovering damages against the Tenant for breach of this Lease. Failure by landlord to give notice of any default shall not be deemed to be a waiver thereof, nor a consent to the continuation thereof.

12. Assignment and Subleasing

The Tenant shall not assign or sublet the Premises, or any part thereof, without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld; provided, however, that any such assignment or subletting shall not in any way release the Tenant from its liability to pay rent as provided herein or from their liability to carry out and perform in the manner herein set forth any of the other covenants and conditions of this Lease. Landlord's right to assign this Lease is and shall remain absolute and unqualified.

13. Possession of Premises

Occupancy of the Premises by Tenant or the conduct of the business of Tenant on said Premises shall be construed as recognition and acceptance by Tenant of the fact that the Premises, and the fixtures, equipment and appliances furnished with the Premises by the Landlord, if any, are in a good state of repair and operating order, and are in a clean, sightly, healthful and sanitary condition; and Tenant will surrender the Premises to the Landlord at the termination or expiration of this Lease in the same condition as when Tenant took possession, reasonable use and wear excepted.

14. Right to Enter and View

Landlord or its representatives may enter and view the Premises for the purpose of examining the same or performing repairs for which Landlord is responsible, provided that such entering and viewing shall be done at a time mutually agreeable to the parties and in a manner so as not to unduly interfere with the conduct of the Tenant's business; and the Landlord may, at any time within 120 days prior to the expiration of the term or any extension thereof, place upon the Premises a sign or signs announcing the fact that said Premises are available for rental or sale (the composition and dimension of said signs, as well as the location thereof, to be within the sole discretion of the Landlord).

15. Signs

Tenant shall not erect or install any exterior or interior window or door signs, advertising media or window or door lettering or placards without Landlord's prior written consent and approval of the design, size and construction of said signage. Any sign permitted to be installed must comply with all laws, ordinances, rules and regulations; and Tenant shall keep same in good operating condition and repair at its sole expense.

16. Indemnification

The Tenant agrees to hold the Landlord free and harmless from, and indemnify him against, any and all claims, damages, causes of action, actions, suits, orders, decrees, judgments, liability, loss, costs, expenses, including actual attorney's fees, arising out of or on account of injuries, including wrongful death, sustained or claimed to have been sustained to any person or property in or upon the Premises. In the event the Landlord shall be made a party to any litigation commenced against the Tenant, or in the event the Landlord shall be sued separately, in either event with respect to any litigation for damages covered by this paragraph, then the Tenant shall defend the Landlord in any such suit or proceeding, and shall hold the Landlord harmless and indemnify it from and against any loss, costs, damages, or expenses in respect thereof, including actual attorney fees, before the Landlord shall be compelled to pay the same.

17. Holding Over

In the event the Tenant shall continue to occupy the Premises after the expiration of the Lease term 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 (including the acceptance of rentals by Landlord) shall the tenancy be deemed to be one from year to year.

18. Costs of Enforcement

Tenant shall pay and discharge all costs, expenses and actual attorney's fees, which shall be reasonably incurred or expended by Landlord in enforcing the covenants, conditions and provisions of this Lease, in enforcing the Tenant's obligations hereunder, or reasonably incurred or expended by Landlord in any litigation in which the Landlord, without the Landlord's fault, becomes involved or concerned by reason of the existence of this Lease or the relationship hereunder of the Landlord and the Tenant.

19. Cumulative Remedies

All rights and remedies of the Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedies allowed by law, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises, and the failure on the part of the Landlord to enforce any of its remedies in connection with any default shall not be deemed a waiver of such default nor a consent to any continuation thereof.

20. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing, signed by the party or officer of the party, agent or attorney, and shall be deemed to have been properly given if delivered personally, or sent by certified mail, return receipt requested, addressed to the Landlord at 6630 W. Coldspring Rd., Greenfield, WI, and to the Tenant at **2555 S Lenox Ave, Milwaukee, WI 53207**, or at such other place as either party shall from time to time designate in writing. The date of service or delivery of a notice or demand shall be the date of actual personal or the date of mailing (postmark) of the certified mail, as the case may be.

21. Parties Bound

This Lease and the provisions thereof shall be binding upon the respective parties and shall inure to the benefit of said parties, their respective heirs, personal representatives, successors and assigns to the same extent as if each successor and assign were in each case named as a party to this Lease. This Lease may not be changed, modified or discharged, except by a writing signed by both Landlord and Tenant.

IN WITNESS WHEREOF, each of the parties has executed this Lease, pursuant to the authority of their Boards of Directors if applicable, on the signing dates set forth opposite their respective names and signatures.

Tenant

Dated: _____

Makers Village Investors Group LLC

Dated: _____

ADDENDUM FOR UTILITIES

Gas and electric charges shall be paid by premises tenants pursuant to the following:

Internet Access and Garbage service shall be paid by Makerspace of Milwaukee, Inc. and made available to Makers Village, LLC for redistribution to other tenants.

Electric, Gas, Water, and Sewer are included in base rent.

These amounts may be adjusted based on additional space being leased or through changes in utilization of this or other tenants. Adjustments will be by mutual agreement between **Makers Village Investors Group LLC**, and other tenants. If an agreement cannot be reached, **Makers Village Investors Group LLC** will determine allocations.

Tenant

Dated: _____

Makers Village Investors Group LLC

Dated: _____

ADDENDUM FOR BUILDOUT

Makers Village Investors Group LLC Will be responsible for \$ **TBD** of costs associated with the following items, tenant will be responsible for the balance of costs. All improvements involving the potential for mechanics lien on the property will be invoiced and paid though **Makers Village Investors Group LLC**, up to \$ **TBD** with the balance being billed to tenant.

Including but not limited to:

TBD

Tenant

Dated: _____

Makers Village Investors Group LLC

Dated: _____

ADDENDUM FOR SUBLEASING

Tenant is entitled to direct use of common spaces (marked in red on attached drawing) totaling 8,500 square feet. Additional 5,000 square feet is reserved for subleasing. Tenant shall pay additional rent to **Makers Village Investors Group LLC**, ONLY for the period and quantity of spaces that are actively subleased. Rent will be calculated at the following rates.

Short Term space per unit (50 square feet): \$9.60 per day, \$19.20 per week, \$57.60 per month

Vault space: \$1.15 per square foot per month

Craft and Open Shop space: \$0.96 per square foot per month

Basement space: \$0.76 per square foot per month

Pallet space: \$5.76 per pallet per month

Tenant

Dated: _____

Makers Village Investors Group LLC

Dated: _____
