

# Dane County Contract Cover Sheet

Revised 01/2022

Res 397  
Significant

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	Northgate Ventures LLC	<b>MUNIS #</b>	24189
<b>Brief Contract Title/Description</b>	This is a 5 year lease with Northgate Ventures, LLC for 4083 sq feet of space at the Annex at 1719 Aberg Avenue for the Dane County Veterans Service Office to relocate from CCB. The lease includes a 3% annual escalator clause a 2 year renewal option and an additional 1 year renewal option. Improvements of \$276,000 are also included.		
<b>Contract Term</b>	8/1/2022 - 7/31/2027		
<b>Contract Amount</b>	\$602,967.00		

<b>Contract #</b> Admin will assign	14690
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Sharene Smith	<b>Name</b>	Andrew Schmidt
<b>Phone #</b>	608-576-4485	<b>Phone #</b>	608-268-8116
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	ans@alexandercompany.com
<b>Purchasing Officer</b>	Meqan Roqan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) <span style="float: right;">RFB/RFP #</span>
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	397
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Smith, Sharene	<small>Digitally signed by Smith, Sharene Date: 2022.03.28 09:39:44 -05'00'</small>

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 3/28/22	<b>Date Out:</b> _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, April 4, 2022 10:36 AM  
**To:** Hicklin, Charles  
**Subject:** Contract #14690  
**Attachments:** 14690.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 4/4/2022 2:32 PM	Approve: 4/4/2022 2:32 PM

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14690  
Department: Land & Water Resources  
Vendor: Northgate Ventures LLC  
Contract Description: 5-year lease at the Annex (1719 Aberg Avenue) for Veterans Service Office (Res 397)  
Contract Term: 8/1/22 – 7/31/27  
Contract Amount: \$588,397.20

### *Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, March 29, 2022 9:10 AM  
**To:** Krohn, Margaret; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14690  
**Attachments:** 14690.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		
	Rogan, Megan	Read: 3/29/2022 9:13 AM	Approve: 3/29/2022 9:14 AM
	Gault, David	Read: 3/29/2022 9:56 AM	Approve: 3/29/2022 9:58 AM
	Lowndes, Daniel	Read: 3/29/2022 9:22 AM	Approve: 3/29/2022 9:26 AM
	Stavn, Stephanie	Read: 4/4/2022 10:36 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14690

Department: Land & Water Resources

Vendor: Northgate Ventures LLC

Contract Description: 5-year lease at the Annex (1719 Aberg Avenue) for Veterans Service Office (Res 397)

Contract Term: 8/1/22 – 7/31/27

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2021 RES-397

APPROVING A LEASE FOR DANE COUNTY VETERANS SERVICE OFFICE AT  
ABERG AVENUE

The Dane County Veterans Service Office (CVSO) will be relocating its office from the City County Building to the Annex at 1719 Aberg Avenue, Ste. B, Madison. The county had a previous lease at this site for the Job Center which was terminated last summer.

The landlord, Northgate Ventures LLC, has offered to rent approximately 4,083 square feet to the CVSO for five years beginning August 1, 2022 and ending July 31, 2027. The agreed upon rental rate of \$3,927.56 per month, which was the rate of the previous lease, with additional monthly operating charges for common areas and taxes of \$1,279.06 for a total of \$5,206.62 per month or \$62,479.44 annually. The lease includes a 3% annual escalator clause and also includes two options to renew for an initial 2 year term and an additional 1 year term after that.

CVSO has requested a number of renovations to the space which the landlord has agreed to. The cost of these improvements is estimated to be \$276,000 and is included in the lease as a separate payment that is due upon occupancy on August 1<sup>st</sup>.

**THEREFORE BE IT RESOLVED** that the Dane County Board of Supervisors and Dane County Executive authorize the above described Lease for the Annex along with the costs for renovation; and

**BE IT FINALLY RESOLVED** that the County Executive and County Clerk are authorized to execute the lease document and the County Controller is authorized to issue payment for any renovation expenses.

LEASE

Date: March 28, 2022

Landlord: Northgate Ventures LLC  
C/o The Alexander Company, Inc.  
145 East Badger Road, Suite 200  
Madison, WI 53713

Tenant: Dane County  
c/o Dane County Real Estate Coordinator  
5201 Fen Oak Drive, #208  
Madison WI 53718

1. BASIC TERMS. The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

- 1.1 Project: The land, building(s), improvements and appurtenants commonly known as Northgate Shopping Center as shown on attached Exhibit A.
- 1.2 Building: The building situated in the Project in which the Premises are situated.
- 1.3 Premises: The space consisting of 4,083 rentable square feet as identified and described on attached Exhibit B in the building located at 1709 Aberg Ave. Suite 2 in the Project. Per BOMA standards Rentable area shall mean the usable area of a tenant space with its associated share of floor common area and building common area.
- 1.4 Common Areas: The areas of the Project not regularly and customarily leased for exclusive use of tenants, including, but not limited to, any entranceways and vestibules, common hallways and stairs, parking areas, driveways, walks and landscaped areas.
- 1.5 Term: Five (5) years commencing on the Commencement Date and terminating on the Termination Date.
- 1.6 Commencement Date: August 1<sup>st</sup>, 2022, subject to adjustment as set forth in Section 2 below.
- 1.7 Termination Date: July 30<sup>th</sup>, 2027, subject to adjustment as set forth in Section 2 below.
- 1.8 Monthly Base Rent: \$ 3,927.56, subject to adjustment as set forth in Section 3.1(a) below.
- 1.9 Initial Estimated Monthly Operating Charge: Operating Charges: \$687.53  
Taxes: \$591.53,  
subject to adjustment as set forth in Section 3.2 (a).
- 1.9a Intentionally Omitted
- 1.10 Tenant's Proportionate Share of Project: 16.9% of Total Rentable Square Footage of Project.

- 1.11 Permitted Use: VA office.
- 1.12 Security Deposit: none
- 1.13 Tenant Improvement Amount: \$ 0.00 subject to adjustment set forth in Section 3.3 and Exhibit H.
- 1.14 Exhibits:  
A – Site Plan  
B – Premises  
C – Landlord and Tenant's Work  
D – Confirmation of Lease Term Agreement  
E – Rules and Regulations  
F – Additional Premise Obligations  
G – Rent Schedule  
H – Tenant Improvement Schedule(s)

2. DEMISE AND TERM. Landlord leases the Premises to Tenant and Tenant leases the Premises described in Section 1.3 above from Landlord subject to the provisions of this Lease; provided, that any space in the Premises used for shafts, pipes, conduits, ducts, electrical or other utilities or Building facilities, as well as access thereto through the Premises for the purposes of installation, operation, maintenance, inspection, repair and replacement are reserved to Landlord and are excluded from the Premises. The Term of this Lease shall commence on the Commencement Date set forth in Section 1.6 and shall end on the Termination Date set forth in Section 1.7 unless adjusted or sooner terminated as provided herein.

2.1 Extension Option. Tenant shall have the option to extend the lease under one (1) additional two (2) year option provided one hundred eighty (180) days advance written notice of intent to exercise the renewal option is provided to the Landlord. After initial option Tenant shall have an additional one (1) year option to renew the lease provided one hundred eighty (180) days advance written notice to Landlord.

3. RENT. Tenant agrees to pay to Landlord at Landlord's address set forth on Page 1 of this Lease or such other place designated by Landlord, without prior demand or notice, the rent for the Premises consisting of Base Rent set forth in Section 3.1, Operating Charges set forth in Section 3.2, Tenant Improvement Payments set forth in Section 3.3, and any other additional payments due under this Lease. Upon execution of this Lease, Tenant shall pay to Landlord the sum of the amounts stated in Section 1.8 and Section 1.9 for the first full month of the Term. The obligation of Tenant to pay rent is hereby declared to be an independent covenant and shall be accessed beginning upon the Commencement Date set forth in Section 1.6.

3.1 Base Rent. The amount specified in Section 1.8 shall be payable in advance on the first day of each month during the Term. In the event the Term commences on other than the first day of a calendar month, the rent for such partial month shall be prorated based upon the actual number of days of the Term during such month. The parties hereto agree that the Base Rent payable under the terms of this Lease shall be an absolute net return to Landlord for the Lease Term free from any expense, charge, deduction, offset or counterclaim by reason of any obligation of Landlord or any other reason and all of the provisions of this Lease shall be construed and interpreted to such end.

(a) Increase of Base Rent. During the initial Term and all extension term of this Lease, the Base Rent shall be increased based upon the schedule outlined in Exhibit G. Said increase shall be three (3%) percent upon execution of extension option in Section 2.1 of the commencement date.

3.2 Operating Charges. Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of Operating Charges as defined below. Estimated amounts of such additional rent shall be paid in monthly installments in advance on the first day of each month during the Term. The initial estimated payment of Tenant's Proportionate Share of Operating Charges is set forth in Section 1.9. From time to time during the Term, Landlord may notify Tenant in writing of any adjustment to the monthly installments to be paid by Tenant hereunder and thereafter Tenant shall make payments accordingly. Within sixty (60) days after the expiration of each calendar year or as soon thereafter as is reasonably practicable, Landlord shall notify Tenant of the actual Operating Charges for such calendar year and provide Tenant a statement thereof in reasonable detail. Within fifteen (15) days after such notice, Tenant shall pay to Landlord or Landlord shall credit against the obligations of Tenant, as the case may be, the difference between the estimated payments made by Tenant during the prior calendar year and the actual amount of Tenant's Proportionate Share of Operating Charges as shown on such statement. Tenant's Proportionate Share of Operating Charges for the years in which the Term commences and ends shall be prorated based upon the number of days of the Term during such years. Tenant's obligation for Tenant's Proportionate Share of Operating Charges through the Termination Date shall survive termination.

"Operating Charges" as used herein shall mean all sums expended or obligations incurred by Landlord with respect to the Project, whether or not now foreseen, determined on an accrual basis

(including reasonably foreseeable expenditures not occurring annually), including, but not limited to, real estate taxes, special and/or area assessments and charges (or any substitutes hereafter collected by any governmental authority in lieu thereof or in addition thereto whether based on the value of the Project, cost of services, rent paid or received or otherwise) and any costs of seeking or obtaining a reduction or refund thereof; assessments and/or charges under any covenants and/or easements; salaries, fringe benefits and related costs of employees engaged on site in operation, maintenance or security; insurance covering hazards, casualties and potential losses; license, permit and inspection fees; management fees payable to third parties and/or to Landlord or its affiliates, provided the total of all such management fees shall be commercially reasonable; auditors' fees; internal accounting and administrative services; materials and supplies, including charges for telephone, telegraph, postage and supplies; repairs, maintenance and replacements respecting the Project, including costs of materials, supplies, tools and equipment used in connection therewith and including the repaving of parking areas, replanting of landscaped areas and replacing building components; costs incurred in connection with the operation, maintenance, repair, replacing, inspection and servicing (including maintenance contracts) of electrical, plumbing, heating, air conditioning and mechanical equipment and the cost of materials, supplies, tools and equipment used in connection therewith; cost of services including [heat, air conditioning], electricity, gas, water and sewer and other utilities; and all other expenses and costs necessary or desirable to be incurred for the purpose of operating and maintaining the Project, whether or not similar to the foregoing. Operating Charges shall not include (i) Landlord's cost of utilities or other services, if any, separately sold by Landlord to tenants or separately metered for the Premises, (ii) costs incurred by Landlord for any alterations for other tenants, (iii) depreciation of the Building and major components, (iv) special assessments to the extent such assessments can be paid in installments and such installments are not then due, and (v) debt service on indebtedness of Landlord. Replacements of the original components of the Building, including the roof, shall be included in Operating Charges.

If Tenant shall not dispute any item or items shown on Landlord's statement within fifteen (15) days after such notice, Tenant shall be deemed to have approved such statement and shall be estopped from contesting such statement or the amount due. If Tenant shall dispute any item or items included by Landlord in determining Operating Charges, Tenant shall nevertheless pay to Landlord in full the amount claimed by Landlord and shall not offset or withhold any payment while its dispute is pending. If such dispute is not amicably settled between Landlord and Tenant within thirty (30) days after such notice, either party may during the fifteen (15) days after the expiration of such thirty (30) day period refer such disputed item or items to a reputable firm of independent certified public accountants designated by Landlord for resolution, and the decision of such firm shall be conclusive and binding upon Landlord and Tenant. The expenses involved in such determination shall be borne by the party against whom a decision is rendered by such accountants, provided that if more than one item is disputed and the decision shall be against each party in respect to any item or number of items disputed, then the expenses shall be apportioned according to the monetary value of the items decided against each party. In the event that either Tenant or Landlord incurs attorneys' fees, each party shall be responsible for its own attorneys' fees.

If during all or any portion of any calendar year the Project is not fully rented and occupied, Landlord shall make an appropriate adjustment to any components of the Operating Charges which vary due to changes in occupancy levels (including, but not limited to, water, sanitary sewer, common utilities and common services in operating the Project) for such year, employing sound accounting and management principles, to determine the Operating Charges that would have been paid or incurred by Landlord had the Project been fully rented and occupied and the amount so determined shall be deemed to have been the Operating Charges for such year. Notwithstanding anything to the contrary contained in this Lease, in the event that any part of the Project is exempted from real estate taxes, then Landlord may allocate the real estate taxes, assessments and charges payable with respect to the Project among the tenants occupying the taxable portion of the Project.

(a) Increase in Operating Charges. Notwithstanding any other term of this Lease, if Tenant's use of any resource or service covered under Operating Charges exceeds Tenant's

Proportional share as set forth in Section 1.10, Landlord reserves the right to adjust the monthly Operating Charge installments to be paid by Tenant set forth in Section 1.09.

3.3 Intentionally Omitted.

3.4 Late Charge. Tenant acknowledges that late payment of Rent (as outlined in Section 3) involve additional costs to Landlord for collection and bookkeeping, and, in some instances could result in Landlord's mortgagee imposing a late charge on Landlord, and, accordingly, Tenant agrees that, if rent (Base Rent or additional rental) due hereunder is not paid by the fifth day after it is due, then Tenant shall pay upon demand, as additional rent, a late charge equal to five percent (5%) of the amount required to be paid. The foregoing provision for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of Tenant's default in the payment of rent.

3.5 Personal Property Taxes. Tenant agrees to timely pay when due all personal property taxes, whether assessed against Landlord or Tenant, on Tenant's furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.

4. SECURITY DEPOSIT. \$0.00

5. CONDITION OF PREMISES. Prior to the Commencement Date, Landlord shall substantially complete Landlord's Work as shown in Exhibit C in a good and workmanlike manner in compliance with all building codes and regulations applicable to the building. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that they are in satisfactory condition except for any punch list of unsatisfactory items of which Tenant gives written notice to Landlord within ten (10) business days after the Commencement Date which shall be corrected or repaired by Landlord within thirty (30) days of delivery of such notice. Tenant, at its sole cost and expense, shall perform all other alterations, improvements and other work necessary to prepare the Premises for Tenant's use. All such work shall be done in accordance with Section 15 below. Landlord shall invoice Tenant for Landlord's work and such payment shall be due to Landlord within thirty (30) days. Initial estimated budget for Landlord's Work is \$235,400.00 as shown in Exhibit C and subject to change based on changes from Tenant.

6. USE. The Premises shall be used only for the purpose set forth in Section 1.11 above and for no other purposes. Tenant shall not do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Project, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could injure the reputation of the Project or otherwise violate any recorded covenant or restriction affecting the Project. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Project. Tenant shall not place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not cause or permit in or about the Premises any offensive odors or other odors objectionable to Landlord or other tenants or patrons of the Building. Tenant expressly acknowledges that it shall be the sole responsibility of Tenant to secure all necessary permits, licenses and approvals from all governmental authorities having jurisdiction for the operation of Tenant's business.

7. INTENTIONALLY OMITTED.

8. COMPLIANCE WITH LAWS AND BUILDING RULES. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of any insurance company insuring the Project, the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Tenant shall not do or permit anything to be done on or about

the Project or bring or keep anything therein which will in any way increase the cost of any insurance now or thereafter carried on the Project or any of its contents or that will invalidate any such insurance. If Tenant installs any equipment that overloads the electrical lines or mechanical systems in the Premises, Tenant shall, at its own expense, make such changes as may be necessary to comply with the requirements of insurance underwriters and any governmental authority having jurisdiction.

Tenant shall also comply with all rules and regulations to regulate the use, occupancy and operation of the Project, which may from time to time be established by Landlord in writing (the "Building Rules"), and any modifications or amendments thereto provided they are applied uniformly to all tenants of the Project. Landlord shall not be responsible to Tenant for the noncompliance by other tenants or occupants with the Building Rules.

9. ENVIRONMENTAL REQUIREMENTS. Tenant shall comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Lease Term. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws". Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Permits") and make all applicable filings required of Tenant under the Environmental Laws required by Tenant to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by Landlord at Tenant's offices upon reasonable notice and during business hours. Tenant shall not cause or permit any flammable or explosive material, petroleum or petroleum by-products, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant's business provided that Tenant shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises, and Tenant shall give Landlord written notice of the identity of such substances. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, claim or injury, including without limitation attorney fees and the cost of any required or necessary repair, cleanup, remediation or detoxification arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by Tenant, its agents and employees on, under or about the Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by Tenant or any occupant of the Premises or the operation of Tenant's business on the Premises during the Lease Term. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

10. COMMON AREAS. Tenant and its employees, customers and invitees shall have the reasonable nonexclusive right to use, in common with Landlord and the other tenants and occupants of the Project and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas as may from time to time exist. Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment inside or outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Common

Areas, to construct additional buildings and stories, to create additional rentable areas through use and/or enclosure of Common Areas, to close portions of the Common Areas for maintenance, repair or replacement, to place signs in the Common Areas and on the Building or in the Project, to change the name of the Project and to change the nature of the use of any portion of the Project.

11. PARKING. Tenant and Tenant's employees, customers and invitees shall also have the nonexclusive right to use the parking spaces located within the Common Areas. Landlord reserves the right to regulate parking within the Common Areas, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant to use certain parking spaces. Tenant shall not permit vehicles to be abandoned or stored in the Project's parking areas. Tenant's rights to parking, whether underground or surface, shall be restricted to hours of operation of its business and so long as Tenant's employees are working in the building while utilizing said parking spaces. If Tenant shall require additional parking spaces, Landlord may, at Landlord's sole discretion, provide additional stalls for Tenant to use at a monthly per stall rate of the greater of either \$100 or the prevailing market rate.

12. REPAIRS. Landlord shall maintain the Common Areas and the exterior walls, roof and foundation of the building(s) in the Project and the heating, ventilation, air conditioning, electrical, plumbing and mechanical systems serving the Common Areas provided by Landlord in the building, and the cost thereof shall be included in Operating Charges; provided, however, that if any such repairs shall be occasioned by the acts or negligence of Tenant, its agents, employees, customers or invitees, or the particular nature of Tenant's use of the Premises, Tenant shall be responsible for the entire cost of such repairs. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant shall, at its expense, during the Lease Term, make all other necessary repairs and replacements to the Premises, including heating, air conditioning, and ventilation systems, plumbing and electric service and fixtures, fire alarm and protection equipment, Variable Air Volume (VAV) boxes, light bulbs, water heaters, paint and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same condition that the same are in at the commencement of the Term, ordinary wear and tear excepted. Tenant shall be responsible for repairing any damage to the Building caused by the installation or moving of Tenant's furniture, equipment and personal property. Tenant shall, at its expense, also repair or replace with glass of equal quality any broken or cracked plate or other glass in doors, windows and elsewhere in or adjacent to the Premises. Tenant shall not defer any repairs or replacements to the Premises by reason of the anticipation of the expiration of the Term. The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Lease Term, which obligation shall survive the expiration or early termination of this Lease. Landlord, at Landlord's option, may elect to perform all or part of the maintenance, repairs and servicing which is the obligation of the Tenant hereunder and/or the obligation of all of the other tenants of the Project with respect to the premises occupied by them, in which event the cost thereof shall be at Landlord's option either billed directly to and paid by Tenant as additional rent or included in Operating Charges. Landlord's hourly rate for repair charges is sixty-five (\$65.00) dollars per hour. Except as aforesaid, in the event that, at the request of Tenant, Landlord performs any maintenance, repairs or servicing of the Premises which is the obligation of Tenant hereunder, then Tenant shall pay Landlord directly therefor.

13. JANITORIAL SERVICES. Tenant shall be responsible for obtaining all janitorial services to the Premises and all associated costs for such services.

14. UTILITIES. Tenant shall be responsible for obtaining all utility services to the Premises and shall pay for such services as and when payments are due. No discontinuance of any utility service shall relieve Tenant from performing any of its obligations under this Lease, and Landlord shall not be liable for any discontinuance in or failure of any utility service, and no such failure or discontinuance shall be deemed a constructive eviction. In the event that Tenant's disproportionate use or timing of its use of any form of energy should subject the Project or Landlord to any cost, fee or tax, Tenant shall pay or reimburse Landlord for the same as additional rent within fifteen (15) days after Landlord's bill therefore. Landlord reserves the right to install separate meters for any utility service provided to the Premises and Tenant

agrees to pay Landlord for the cost of installation within ten (10) days after demand and thereafter to pay directly for such utility service as and when payments are due.

15. ALTERATIONS. Tenant shall not make any alterations, additions or improvements ("Alteration") in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the prior written consent of Landlord. Landlord's consent to an Alteration may be granted or withheld in its sole discretion or may be made contingent upon Tenant agreeing to such conditions relating thereto as Landlord may impose. Any Alteration must be made at Tenant's own cost and expense and in a good and workmanlike manner by contractor(s) approved by Landlord in accordance with the laws, ordinances and codes relating thereto and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. Upon completion of any Alteration, Tenant shall provide Landlord with a copy of the as-built plans, blueprints and other items requested by Landlord for the same.

16. SIGNS. Tenant may install at Tenant's cost, and at Landlord's sole discretion, a standard sign (similar to identification signs which will be provided for all other tenants of the Project) to identify Tenant as an occupant of the Project, in such location and of such size and type as may be permitted under applicable city ordinances and acceptable to Landlord. Tenant shall not, without Landlord's prior written consent, install, fix or use any other signs or other advertising or identifying media which is visible from the exterior of the Premises. All signs or modifications to existing signs, including building directories, requested by Tenant shall be at Tenant's sole cost.

17. LIENS. Tenant shall not suffer or permit any liens under any construction lien law to be filed or recorded against the Premises or against the interest of either Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record and notify Landlord of such Lien or other noncompliance with laws or codes outlined in Section 7 within ten (10) days of Tenant's receipt of any such notice.

18. RIGHT OF ENTRY. Landlord and its agents shall have the right to enter the Premises at reasonable times during business hours of Tenant to inspect the condition thereof, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises, and to alter, improve, or repair the Premises and any portion of the Building. If Landlord desires to enter the Premises during non-business hours, Landlord shall give at least 24 hours' notice of desired entry to Tenant; notice shall not be required for entry in the case of an emergency. Tenant shall not add or change the locks to any doors of the Premises. Tenant agrees to deposit or permit Landlord to deposit on Tenant's behalf a key to the Premises in a lock box required by and for the benefit of the local fire department. Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, of Tenant or impose any liability on Landlord. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

19. INSURANCE.

19.1 INSURANCE BY TENANT. Tenant shall, at its expense, obtain and carry at all times during the Term of this Lease

(a) Commercial general liability insurance including contractual liability coverage to help fund the indemnification obligations of Tenant contained in this Lease. The general liability insurance shall cover injury to or death of persons and or damage to property in an amount not less than a \$1,000,000 combined single limit of liability per occurrence/\$2,000,000 annual policy aggregate.

(b) Fire insurance. A property insurance policy to cover all the Tenant's contents on the Premises and any and all alterations, additions and leasehold improvements made by or for Tenant and or previous Tenants, in the amount of their full replacement value subject to a deductible not to exceed \$10,000.

Coverage to include all perils found in the ISO "special" form or its equivalent, with no coinsurance and other endorsements deemed advisable by Landlord.

19.2 **INSURANCE BY LANDLORD.** Landlord shall obtain and shall maintain through the expiration or termination of this Lease, the following insurance coverages, the cost of which shall be deemed Operating Charges:

(a) **Commercial General Liability Insurance.** A general liability insurance policy on the Common Areas with limits of public liability of in an amount not less than a \$1,000,000 combined single limit of liability per occurrence/\$2,000,000 annual policy aggregate.

(b) **Fire Insurance.** A property insurance policy to cover the building and all the Landlord's alterations, additions and leasehold improvements in the building, including the premises and all appurtenances thereto (excluding Tenant's merchandise, trade fixtures, all alterations, additions and leasehold improvements made by or for Tenant and or previous tenant's, furnishings, equipment, personal property) for the full insurable replacement value thereof, with such deductibles as Landlord deems advisable with coverage including all perils found in the ISO "special" form or its equivalent with no coinsurance Tenant shall be solely responsible for carrying personal property insurance sufficient to cover the loss or damage to Tenant's personal property and any and all alterations, additions and leasehold improvements made by or for Tenant and or previous Tenants.

(c) **Other.** Such other insurance as Landlord may reasonably deem necessary or advisable provided the same is reasonable and customary in the industry.

20. **WAIVER OF SUBROGATION.** Each party hereby expressly releases the other for liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss.

21. **NON-LIABILITY OF LANDLORD.** Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Project resulting from the Project, Building or Premises, or any part thereof or any equipment thereof becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, garage doors, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act or neglect of other tenants or occupants or employees in the Project; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. Landlord may be held liable if said claims are determined to be a result of Landlord's negligent or intentional acts. All property in or about the Project or in the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof. If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord.

22. CASUALTY. If the Premises are destroyed or damaged by fire or other casualty covered by a standard fire and extended coverage policy, then (unless this Lease is terminated by Landlord as hereinafter provided) Landlord shall proceed, after adjustment of such loss, to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore its furnishings, furniture and equipment to at least a condition equal to that prior to its damage. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenable shall be abated until the Premises or such part thereof shall have been put in tenable condition. If, however, any destruction or damage to the Premises, Building or Project (regardless of whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises, Building or Project, or the proceeds of insurance are not sufficient or available to fully pay the cost of repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant. The provisions of this Section are subject to the rights of Landlord's mortgagees, if any.

23. CONDEMNATION. If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rent payable hereunder shall be apportioned accordingly. If any material part of the Project is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority, upon giving written notice thereof to Tenant, and the rent payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises, this Lease shall continue in force as to the part of the Premises not taken, and the rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken. In the event of any such taking, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and Alterations) to restore the Premises remaining to as near its former condition as circumstances will permit and to rebuild or restore the remainder of the Premises to the approximate condition in which they existed at the time of such taking. In any event, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises or the Building, Common Areas or Project, shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. In the event that this Lease is terminated as hereinabove provided, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof. The provisions of this Paragraph are subject to the rights of Landlord's mortgagees, if any.

24. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of an interest in the Premises by operation of law. The following shall be deemed to be an assignment of this Lease within the meaning of this Paragraph: (a) the sale, issuance or transfer of any voting stock of Tenant (if Tenant be a nonpublic corporation or if Tenant is a public corporation and such sale, issuance or transfer results in Tenant becoming a nonpublic corporation) which results in a change in voting control of Tenant; (b) the sale, issuance or transfer of any partnership interest in Tenant if Tenant be a partnership; (c) the change or conversion of a general or limited partnership to a limited liability company, limited liability partnership or any other entity which possesses the characteristics of limited liability; (d) the sale, issuance or transfer of any beneficial interest in Tenant if Tenant be a trust; and (e) the death or incapacity of Tenant if Tenant be a natural person. Without waiving

Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant, Landlord may collect from the assignee, sublessee or occupant, any rental and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Further, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of rent due and to become due and the performance of all other obligations of Tenant hereunder for the term hereof. Tenant shall pay to Landlord, as additional rent, any costs and expenses including reasonable attorney fees incurred by Landlord in connection with any proposed or purported assignment, sublease or other transfer.

25. DEFAULT. If (a) Tenant shall fail to pay the rent or any charge due hereunder within five (5) days after the same is due, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for ten (10) days after written notice thereof shall have been given to Tenant (except that such ten (10) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such ten (10) day period and provided Tenant commences the process of curing such default within said ten (10) day period and continuously and diligently prosecutes such cure to completion), or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise, pass to any party other than Tenant, or (d) if Tenant shall abandon or vacate the Premises or permit the Premises to become vacant, or (e) Tenant or any guarantor of this Lease shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property or that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or (g) an execution or attachment is levied against Tenant's property or that of any guarantor of this Lease, or (h) Tenant shall be in default under any other lease between Landlord (or any affiliate of Landlord) and Tenant (or an affiliate of Tenant), then in any such case, Landlord may, upon written notice to Tenant, recover possession of and reenter the Premises without affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Premises. Further, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and cancelled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing such default, including without limitation attorney fees, shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 27 below from the date of the advance to the date of repayment by Tenant to Landlord.

A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the

Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

26. COSTS AND ATTORNEY FEES. Prevailing party shall pay all costs, expenses and reasonable attorney fees that may be incurred or paid by prevailing party in enforcing the covenants and agreements of this Lease, if litigation is commenced.

27. INTEREST. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at an annual rate equal to the greater of (i) five percent (5%) per annum in excess of the prime rate of interest announced, from time to time, by the US Bank or (ii) twelve percent (12%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

28. SURRENDER. Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord broom-clean and in good condition and repair consistent with Tenant's duty to make repairs as provided herein. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of the Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All furniture, equipment and unattached movable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by such removal. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises.

29. HOLDOVER. In the event Tenant remains in possession of the Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying said premises 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 until the termination of such tenancy and the Base Rent shall be at 150% of the latest Base Rent applicable under this Lease.

30. TRANSFER BY LANDLORD. In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. Landlord may be held responsible for intentional or negligent acts which may have occurred prior to the sale or conveyance. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

31. SUBORDINATION. This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed affecting the Building and to the lien of any mortgages now or hereafter placed on or against the Building, or on or against Landlord's interest or estate therein, and including all extensions, renewals, amendments and supplements to any such lease or mortgage, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver to Landlord, within ten (10) days after request therefor from Landlord, such further instruments evidencing such subordination of this Lease to any ground or underlying leases and to the lien of any such mortgages as may be required by Landlord provided that any lessor under any such ground or underlying lease or the holder of any mortgage has agreed not to terminate or disturb Tenant's right to use and occupy the Premises pursuant to the terms of this Lease so long as Tenant is not in default hereunder. Failure of Tenant to execute and deliver such instrument within such ten (10) day period shall constitute a breach of

this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant's interest herein. Further, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument if Tenant fails to execute and deliver the same within the time period as aforesaid. Notwithstanding anything herein above contained in this Section, in the event the holder of any mortgage shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage, then and in such event, upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage, whether this Lease is dated prior to or subsequent to the date of such mortgage.

32. MODIFICATIONS. Tenant agrees to execute any modification of this Lease which may be required by a lender as a condition to making a first mortgage loan on the Project; provided that no such modification shall alter the rent or term provided herein or materially reduce the economic value hereof to Tenant. Tenant agrees to complete and promptly return any estoppel certificates that may be required in connection with any mortgage loan on the Building. Upon request, Tenant shall furnish Landlord and its lender a copy of the current annual financial statement.

33. ESTOPPEL CERTIFICATES. Tenant agrees that at any time and from time to time within ten (10) days after request from Landlord or one of Landlord's mortgagees, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the rent and other charges have been paid, and (c) that, so far as the Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or Landlord's mortgagee may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest.

34. NOTICES. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing, and delivered in person or sent by either United States certified mail, return receipt requested, postage prepaid or by Federal Express or other nationally recognized overnight delivery service. Notices and demands to Tenant shall be addressed to it at the address indicated on Page 1 of this Lease or to such other place as the Tenant may from time to time designate in a written notice to the Landlord. Notices and demands to the Landlord shall be addressed to it at the address indicated on Page 1 of this Lease, or to such other place as Landlord may from time to time designate in a written notice to the Tenant.

35. EXECUTION. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant. Tenant shall not record this Lease without the prior written consent of Landlord.

36. BINDING EFFECT. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

37. RELOCATION. Landlord reserves the right at any time during the Term to relocate Tenant to substitute premises of comparable size within the Project upon not less than 45 days prior written notice to Tenant. If Tenant does not agree on the substitute location within thirty (30) days after receipt of Landlord's notice, this Lease shall terminate at the end of the forty-five (45) day period following Landlord's notice. If

Tenant agrees on the substitute location, then the substitute premises shall be improved at Landlord's expense to a condition comparable to that of the Premises originally leased to Tenant and Landlord shall bear the expense of relocating Tenant's furniture, equipment and personal property to the substitute premises. Upon such relocation the substitute premises shall become the Premises for all intents and purposes under this Lease and, if necessary, the Base Rent payable by Tenant shall be recomputed by Landlord using the rental rate per square foot then in effect under this Lease and the calculation of Tenant's Proportionate Share shall be recomputed to reflect any variation in area between the premises originally leased to Tenant and such substitute premises.

38. INTERPRETATION. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

39. FORCE MAJEURE. In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

40. AUTHORITY. If Tenant is a corporation or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said entity in accordance with its terms without the joinder or approval of any other person.

41. JOINT AND SEVERAL LIABILITY. If Tenant is more than one natural person, the individuals collectively referred to herein as Tenant shall be jointly and severally liable with respect to the obligation to pay rent and all of the other obligations, covenants and agreements of Tenant set forth in this Lease.

42. ADDENDA. The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point.

EXECUTED as of the date first written above.

LANDLORD:

Northgate Ventures LLC

By:

  
Name: Joseph Alexander  
Title: President

TENANT:

Dane County

By

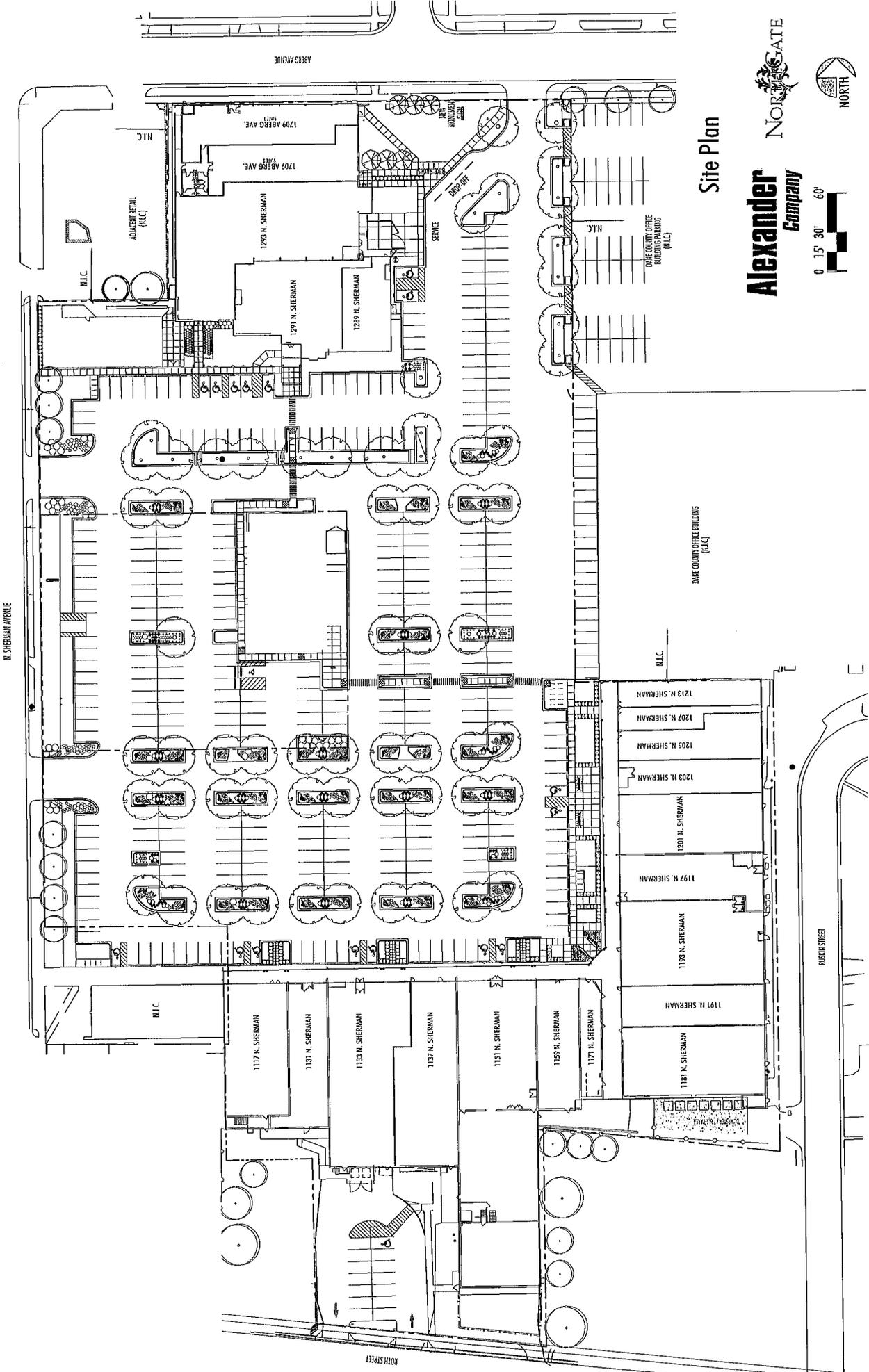
\_\_\_\_\_  
Name: Joseph T. Parisi  
Title: County Executive

By

\_\_\_\_\_  
Name: Scott McDonell  
Title: County Clerk

EXHIBIT A

SITE PLAN



Site Plan

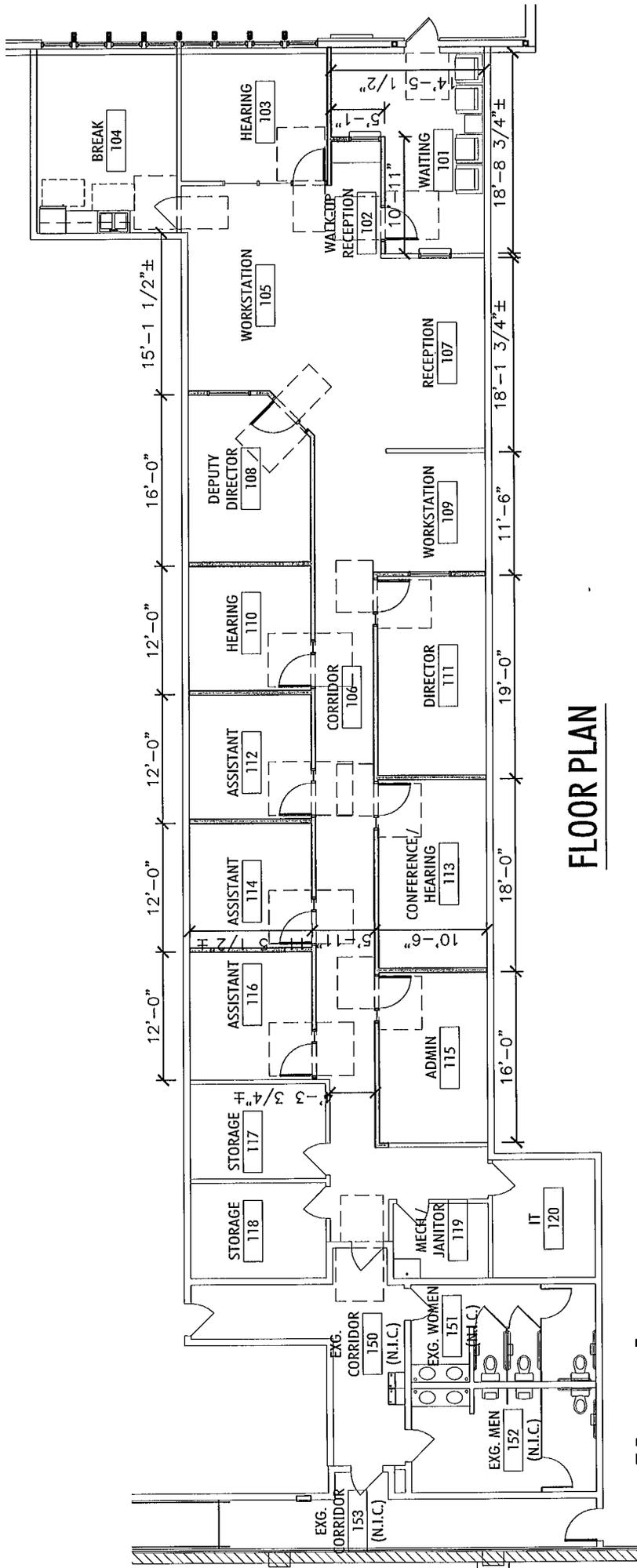
**Alexander**  
Company



0 15' 30' 60'

EXHIBIT B

PREMISES



## FLOOR PLAN

1709 ABERG AVENUE, SUITE 2  
MADISON, WI

**Alexander**  
Company

Plot Date: 1/19/2022

F:\Madison\656-Northgate\Marketing\Tenant Improvements\1709 Suite 2-VA\Dwg\741-A101.dwg

## EXHIBIT C

### LANDLORD AND TENANT'S WORK

#### LANDLORD'S WORK

Budget Estimate for 1709 Aberg Ave. Suite 2

##### Framing and Drywall

1. All walls 9' (to match existing rooms) with finished bead on top of exposed walls.
2. Sound batt insulation installed in all new walls.
3. Bulletproof level 3 drywall on vestibule walls.
4. Bulletproof drywall on ceiling in vestibule. Deduct of \$7,700 for Acoustical ceiling tiles.

##### Painting:

1. All existing and new walls painted
2. Paint existing ceiling beams
3. Paint all existing and new hollow metal door frames

##### Doors/Frames/Hardware:

1. All new doors are full lite except 2 for existing back rooms converted to storage rooms.
2. Door species to match existing doors
3. Frames to be welded hollow metal
4. To existing offices being converted to storage will receive new doors and frames. Existing doors assumed to be reused in new locations.
5. Vestibule door is level 3 full lite.
6. ADA accessible openers on front door and vestibule door.
7. Push paddles both sides front door.
8. Push paddle inside office for vestibule door, remote control for vestibule entry.
9. Exterior door to be wired to timer.
10. New interior door hardware to match existing

##### Acoustical Ceilings:

1. All rooms to have 8' drop ceiling with 2x2 reveal edge Radar tiles.
2. Mineral wool insulation installed over the drop ceilings to help reduce noise transfer

##### Flooring:

1. All rooms to receive new carpet tiles except breakroom, janitor, and IT room.
2. New vinyl base in the suite except janitor room and IT room.
3. Budget based on 385 yards at \$40 per yard allowance for materials and installation.
4. Flooring reused in breakroom, janitor, and IT room.

##### Glass Supply:

1. New glass panels for 8 door slabs and 8 side lite.
2. 2-3' wide x 7' tall shared lite.
3. 2-4'x4' bypass bulletproof level 3 transaction windows with underpass trays, set in counter tops.

##### Fire Alarm

1. New horn strobes and smoke detectors as required for floor plan modifications.

##### HVAC:

4. Add drops into all new rooms and transfers out.
5. 2 thermostats each with a remote averaging sensor.

JMA

Electrical:

1. Each new room
  - a. (2)-2x4 indirect led lights
  - b. occupancy sensor
  - c. (2) receptacles
  - d. (2) data ports
2. Workstations
  - a. Provide dedicated circuit and connect to workstation whip provided with furniture
  - b. (4) data ports at each workstation
3. Existing hanging lights to be removed and repurposed to hallway and workstation area
4. Power to ADA entry openers
5. Terminating all new data ports in existing patch panel

General Conditions

\$10,700

Demolition

\$4,500

Carpentry

\$30,950

Paint/Drywall finish

\$28,500

Casework

\$1,800

Doors and Hardware

\$24,150

Access System

\$15,000

Glass

\$2,400

Transaction windows

\$16,000

Electrical and Data

\$29,100

Heating and Cooling

\$12,000

Acoustical Ceilings

\$7,400

Fire Alarm

\$5,700

Fire Protection

\$7,600

ADA door operators  
\$4,400

Flooring  
\$17,500

Estimating Contingency/Inflation  
\$50,600

Alternate Bullet Proof Ceiling at Lobby  
\$7,700

Budget  
\$276,000

#### TENANT'S WORK

Furniture installation, appliances, access control, video surveillance, and IT equipment

JMA

EXHIBIT D

CONFIRMATION OF LEASE TERM AGREEMENT

LANDLORD: Northgate Ventures LLC

TENANT: Dane County

LEASE DATE: \_\_\_\_\_

PREMISES: In the building located at 1709 Aberg Ave , Madison, Wisconsin

Landlord and Tenant acknowledge and agree with respect to the Lease identified above as follows:

1. The Commencement Date of the Lease is \_\_\_\_\_.
2. The Termination Date of the Lease is \_\_\_\_\_.
3. The Lease is in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the date written below.

LANDLORD:

Northgate Ventures LLC

By: \_\_\_\_\_  
Name: Joseph Alexander  
Title: President

TENANT:

Dane County

By: \_\_\_\_\_  
Name: Joseph T. Parisi  
Title: County Executive

By: \_\_\_\_\_  
Name: Scott McDonell  
Title: County Clerk

JMA

**Exhibit E**  
**COMMERCIAL LEASE ADDENDUM**  
**RULES AND REGULATIONS**

**These Rules and Regulations are appended to and constitute an integral part of the Lease. The Tenant shall obey, comply with and perform the following Rules and Regulations:**

**Rent Payments:** Rent is due on or before the first of the month. For safety reasons, The Alexander Company does not accept cash payments. All money paid will be applied to outstanding balances first including late fees, maintenance charges, parking, utilities, CAM, tax, and then applied to rent.

**Returned Checks:** A \$50.00 fee will be assessed for any check not clearing the bank for non-sufficient funds or for any other reason. In addition, tenant will be responsible for any applicable late charges.

**Recreational items:** Recreational items such as mopeds, motorcycles, shall not be brought into the building, or will not be left on lawn areas or outside tenant space, unless it is in an authorized location.

**Outdoor Grills:** Outdoor grilling or use of private grills is not permitted.

**Loitering/Supervision of Minors:** Loitering in hallways or common areas is prohibited. Minors are to be properly supervised by an adult at all times, and are prohibited from playing in hallways and common areas.

**Grounds and Public Areas:** Grounds and public areas are for the express use of tenants and their guests only. Abuse, alterations or damage of grounds and public areas is prohibited. Tenants are responsible for any damage caused by themselves and/or clients. Observance of all posted signs are mandatory. No soliciting or loitering will be permitted.

**Roller Blades/Bicycles:** Use of roller blades, bicycles or skateboards on premises or in any indoor common area is prohibited. Tenants are responsible for any damages caused by roller blades, bicycles or skateboards by themselves or their clients.

**Vehicles:** Vehicles must be in operating condition and display a current license plate, and parking permit (*if required*) to be parked on the premises. Vehicles not in compliance are subject to ticketing and towing at the owner's expense. No vehicle maintenance may be performed on the premises. Tenants and employees must comply with parking assignments and any parking rules and regulations strictly enforced by management. Lessor is not responsible for damage to vehicles.

**Garage Parking:** All vehicles must display parking permit, and should only be parked in the stall number assigned. Nothing should be stored in the stall except for the vehicle(s) you have registered with management (*no oil, vehicle maintenance supplies, buckets, bicycles, boxes, etc.*). For your safety, and the safety of your vehicle, never follow another vehicle into or out of the garage. You should wait and then use your remote to reinitiate the opening of the garage door. Lessor is not responsible for damage to vehicles.

**Storage/Service/Garbage & Recycling Areas:** Tenant will not store any hazardous items in any storage, service or garbage area including but not limited to, gasoline, tires, or flammable products. Tenant will comply with all local ordinances and codes regarding proper storage and proper garbage handling. Our insurance does not cover items damaged by water in any basement. All storage areas must be labeled with the tenants name. All storage property must be kept in the storage areas only. Nothing should be placed outside the storage area, common area or hallway. Storage, service or garbage recycling areas, when provided, are a convenience for the Tenant and must be kept in a safe and orderly condition. Management is not responsible for loss or damage to property.

**Smoking:** Smoking is prohibited in all of the Alexander Company commercial buildings. For your convenience we have provided cigarette urns in the garage and at the entrance of the building.

**Pets:** No animals or pets of any kind shall be kept on the premises without a signed pet lease. Animal visits of any duration are specifically prohibited. There is a penalty of \$100 per month if a pet is found on the premises without a signed pet lease. Service animals are exempt from this policy.

**Trash Recycling:** The City requires recycling of glass, metal, newspapers, certain types of plastics and corrugated cardboard. You will receive a sheet of details of what should be recycled and what articles cannot be recycled. If applicable, all trash/garbage will be secured in plastic bags and will be placed inside the proper containers and/or designated dumpster. Tenant, at Tenant's expense, shall dispose of or cause to be disposed of and carried away all garbage, rubbish and refuse quickly and expeditiously. Tenant agrees to comply with all with all orders, rules and regulations of public authorities and Landlord relating to the disposition of rubbish. Tenant agrees and covenants not to handle, dispose of or in any way utilize any form of hazardous material. Tenant will also pay any fines, clean-up and damages relating to the above.

**Noise/Music:** No loud music or noise shall be permitted in the Premises of which the volume is reasonably objectionable to Landlord or other tenants. Nothing shall be done on the Premises which will injure the reputation of the property or unreasonably annoy any of the other tenants or constitute a nuisance.

**Operation of Business:** Business shall be conducted in a dignified manner and in accordance with high standards of retail merchandising and service operation. No auction, distress, fire, bankruptcy, going out of business sale, "lost lease" sale or similar sales shall be conducted.

**Machinery:** No machinery shall be installed, used or operated that in Landlord's opinion is harmful to the Premises or to the building of which the Premises are a part, or constitute a disturbance to other tenants.

**Loading/Unloading:** All loading and unloading of merchandise shall be done only at such times in the areas and at such locations and through such entrances as shall be designated in writing by Landlord for such purposes. Landlord must be given sufficient notice to prepare elevator for all loading/unloading if applicable.

**Theses Rules and Regulations may be modified altered or changed by Landlord in its sole discretion from time to time for the benefit of the property upon (30) days written notice to the Tenant.**

EXHIBIT F

ADDITIONAL PREMISE OBLIGATIONS

**LANDLORD'S OBLIGATIONS**

None

**TENANT'S OBLIGATIONS**

None

EXHIBIT G  
RENT SCHEDULE

	Year	Base Rent Monthly
	8/1/2022-7/30/2023	\$ 3,927.56
	8/1/2023-7/30/2024	\$ 4,045.39
	8/1/2024-7/30/2025	\$ 4,166.75
	8/1/2025-7/30/2026	\$ 4,291.75
	8/1/2026-7/30/2027	\$ 4,420.50
option 1	8/1/2027-7/30/2028	\$ 4,553.12
	8/1/2028-7/30/2029	\$ 4,689.71
option 2	8/1/2029-7/30/2030	\$ 4,830.40

Tenant responsible for its proportionate share of Operating Charges in addition to Base Rent as stated in Section 1.9.

EXHIBIT H  
TENANT IMPROVEMENT SCHEDULE (S)

**Amortization Schedule**

NA

**Early Termination Penalty Schedule**

NA

JMH