

Dane County Contract Cover Sheet

Revised 06/2021

RES 253

BAF # 22171
 Acct: Breunig
 Mgr: Bettin
 Budget Y/N: N

Dept./Division	Human Services / PEI		
Vendor Name	Metcalfe Investments	MUNIS #	33323
Brief Contract Title/Description	Lease for JFF office with Rolling Meadows Shopping Center located at 4688 Cottage Grove Road effective 1/1/2023. Term is for five year lease includes option to renew for two year term. Base rent will increase 3% each year.		
Contract Term	1/1/2023 - 12/31/2023		
Contract Amount	\$ 17,532.00		

Contract # Admin will assign	14902
Type of Contract	
<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	
Name	Spring Larson, Contract Coordination Assistant	Name	Jeff Jansen
Phone #	608-242-6391	Phone #	608-338-0055
Email	dcdhscontracts@countyofdane.com	Email	jeff.jansen@altuscre.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 556	Org: 72353	Obj: 20511	Proj:	
	Year 2023	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	253
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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	
Dept. Head / Authorized Designee	
lheukumere, Astra	Digitally signed by lheukumere, Astra Date: 2022.11.23 12:51:02 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/28/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, November 28, 2022 2:30 PM
To: Hicklin, Charles; Hidalgo, Carmen; Pabellon, Carlos; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14902
Attachments: 14902.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/28/2022 2:45 PM	Approve: 11/28/2022 2:45 PM
	Hidalgo, Carmen	Read: 11/28/2022 2:55 PM	Approve: 11/28/2022 3:08 PM
	Pabellon, Carlos	Read: 11/28/2022 2:35 PM	Approve: 11/28/2022 4:13 PM
	Lowndes, Daniel	Read: 11/28/2022 3:21 PM	Approve: 11/28/2022 3:21 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #14902

Department: Human Services

Vendor: Metcalfe Investments

Contract Description: JFF Office Lease at 4688 Cottage Grove Road (Rolling Meadows Shopping Center) (Res 253)

Contract Term: 1/1/23 – 12/31/23

Contract Amount: \$17,532.00

Thanks much,
Michelle

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 am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2022 RES-253

**AUTHORIZING LEASE AT 4688 COTTAGE GROVE ROAD FOR
JOINING FORCES FOR FAMILIES PROGRAM – DCDHS PEI DIVISION**

Dane County Department of Human Services (DCDHS) Prevention & Early Intervention (PEI) division is involved in a program of providing localized services in communities identified as needing those services the most. The Joining Forces for Families (JFF) Program works together with local partners to meet the needs of children and families through creative problem solving, advocacy and resource connection.

JFF has added a new Community Social Worker to serve the far east side of Madison and has been searching for office space. An office has been located at the Rolling Meadows Shopping Center on the east side of Madison at 4688 Cottage Grove Road which is large enough for two workers. This new location will allow JFF to re-locate its Darbo/Worthington office, which was formerly in the Salvation Army building at 3030 Darbo Drive, to this new office space.

The proposed five (5) year lease is for 1200 square feet of office space including a large lobby area, two dedicated offices and a restroom for base rent of \$1,100 per month plus a prorata share of operating costs of \$361.00 per month for total monthly rent of \$1,461.00 plus all utilities. The base rent will increase by 3% each year. The lease includes an option to extend the lease for an additional two (2) years through December 31, 2029 under the same lease terms and provisions.

NOW, THEREFORE, BE IT RESOLVED that Dane County enter into the above described Lease with Rolling Meadows Shopping Center, LLC under the terms summarized above; and

BE IT FURTHER RESOLVED that the Dane County Executive and County Clerk are hereby authorized to execute the above described Lease on behalf of Dane County.

SHOPPING CENTER LEASE

This Lease is entered into as of the Lease Date set forth below by and between County of Dane (“**Tenant**”) and Rolling Meadows Shopping Center, LLC, a Wisconsin limited liability company (“**Landlord**”), upon the terms and conditions set forth below.

ARTICLE I BASIC LEASE PROVISIONS

1.01. **Definitions and Terms.** The terms and phrases set forth in this section shall be construed to incorporate the definitions and information set forth in this section when used in this Lease.

Lease Date:	January 1, 2023
Shopping Center:	Retail Shopping Center consisting of 59,075 square feet located at 4620-4748 Cottage Grove Road, Madison, Wisconsin together with all Common Areas, as legally described on <u>Exhibit A</u> (the “ Shopping Center ”).
Landlord’s Address for Notices:	c/o Metcalfe Company Attn: Kevin J. Metcalfe 726 North Midvale Blvd. Madison, WI 53705
Tenant’s Address for Notices:	1202 Northport Drive Madison, WI 53704
Commencement Date:	January 1, 2023
Term:	A Term beginning on the Commencement Date and ending midnight on December 31, 2027 (the “ Term ”).
Extension Term(s):	Two (2) year term beginning January 1, 2028 and ending midnight on December 31, 2029 (the “ Extension Term ”).
Rent Commencement Date:	January 1, 2023
Lease Year:	A period of twelve (12) consecutive calendar months, with the first Lease Year beginning on the Commencement Date or, in the event the Commencement Date is a day other than the first day of a calendar month, the first Lease Year shall begin on the first day of the first full calendar month following the actual Commencement Date.
Premises:	One Thousand Two Hundred (1,200) rentable square feet, known as 4688 Cottage Grove Road, Madison, Wisconsin as generally depicted on the site plan attached as <u>Exhibit B</u> .

Common Areas: All areas and improvements within or appurtenant to the Shopping Center intended for the common and non-exclusive use of tenants and owners of the Shopping Center, including, without limitation, hallways, lobbies, restrooms, breakrooms, elevators, stairways, loading docks, parking areas, driveways, service roads, sidewalks, landscaped areas and all other common areas or appurtenant rights of the Shopping Center.

Base Rent: During the first Lease Year of the Term, the monthly base rent shall be One Thousand One Hundred and 00/100 Dollars (\$1,100.00). During each Lease Year of the Term commencing on January 1, 2023, the Base Rent shall increase by three percent (3.0%) from the Base Rent paid during the immediately preceding Lease Year.

Additional Rent: Tenant shall pay all utilities that service the Premises and pay for all janitorial, internet, and telephone services for the Premises, liability insurance, and insurance for Tenant's personal property. Tenant shall pay Tenant's Prorata Share of Taxes and Operating Costs for the Shopping Center, which as of the Commencement Date is \$361.00 per month (\$3.61 per square foot). Tenant's Prorata Share of the Taxes and Operating Costs for the Shopping Center shall be adjusted annually based upon the actual costs and expenses.

Rent: Collectively, Base Rent and Additional Rent, together with any other costs and charges due from Tenant to Landlord under this Lease, whether recurring or occasional.

Security Deposit: None.

Interest Rate: Eighteen percent (18%) annually.

Operating Costs: All costs and expenses paid or incurred by or on behalf of Landlord which are necessary or reasonably appropriate for the management, maintenance, operation or repair of the Common Areas of the Shopping Center, including, without limitation, for or related to: electricity, water, gas, sewer and other utility services associated with the Common Areas; ordinary maintenance and maintenance supplies; security services; landscaping maintenance; pest control; snow plowing and removal for parking lot, access drives and sidewalks; Landlord's maintenance obligations pursuant to Section 3.03(b); Landlord's Services pursuant to Section 3.03(a); Landlord's insurance provided pursuant to Section 6.04; fire protection system maintenance and fire hydrant charges; administration fee to Landlord and/or a management company retained by Landlord; tools and equipment used in operating and maintaining the Common Areas; maintaining, resurfacing, sealing and repairing parking areas and other outdoor Common Areas;

reasonable reserves for all of the foregoing costs; and any other cost or expense which, in accordance with generally accepted accounting and management principles, would be considered an expense of managing, maintaining, operating or repairing the Common Areas. Notwithstanding anything to the contrary in the previous sentence, Operating Costs shall not include costs or expenses for or related to: repair or replacement of the Project foundation, roof or structural walls; leasing space to new tenants or to retain existing tenants, including lease commissions and advertising costs; renovating or improving space for tenants, prospective tenants or occupants of the Project; costs of enforcing leases of other tenants; interest, principal and fees or other costs associated with debt; repairs resulting from damage by fire, windstorm or other casualty to the extent such repairs are paid for by insurance proceeds; expenses paid by any tenant directly to third parties or as to which Landlord is otherwise reimbursed by any third party or tenant; and capital improvement expenditures.

Taxes: All taxes, assessments, excises, levies, and other charges imposed by any public or governmental authority, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or of any kind and nature whatsoever, assessed, levied, charged or imposed upon the Shopping Center. Taxes shall include, without limitation, all ad valorem taxes, personal property taxes, transit taxes, special or extraordinary assessments, stormwater assessments, government levies and all other taxes or other similar charges, if any, which are levied, assessed, or imposed upon, or become due and payable in connection with the Shopping Center. Taxes shall specifically exclude any rent tax, gross receipts tax, sales or transactions tax, profits tax, income tax, franchise tax, excise tax, inheritance tax, gift tax, transfer tax, any late payment, charge or penalty, or any tax paid by Tenant as a separate charge pursuant to this Lease. Should any governmental agency or political subdivision impose any taxes or assessments (including, without limitation, any parking fee or tax), whether now customary or within the contemplation of the parties hereto, either in lieu or in addition to, in whole or in part, for taxes or assessments presently levied and assessed against the land, buildings or any other improvements within the Shopping Center, such taxes and assessments shall be deemed to be included in the term "Taxes" unless they are of a type similar to the taxes excluded above.

Tenant's Prorata Share: Two and 03/100ths percent (2.03%), based on the ratio of the rented square feet of the Premises (1,200) to the total rentable square feet within the Shopping Center (59,075).

Landlord's Work: See Section 3.01.

Tenant's Work: See Section 3.02.

Tenant Improvement Allowance: None.

Environmental Laws: All federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda, and other governmental restrictions and requirements, relating to the creation, storage, use, release or discharge of solid waste, hazardous substances, hazardous waste, air pollutants, water pollutants or process wastewater or otherwise relating to the environment or Hazardous Substances (as defined below) or human health and safety, as now existing or hereafter amended, including, but not limited to: Chapters 101, 160, 254, 280, 281, 283, 285, 287, 289, 291 and 299 of the Wisconsin Statutes, the Toxic Substance Control Act, 15 U.S.C. § 2601 et. seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et. seq., the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et. seq., the Federal Hazardous Substances Act, 15 U.S.C. § 1261 et. seq., the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et. seq., and the rules and regulations now in effect or promulgated in the future pursuant to each law referenced above, and regulations of the Federal Environmental Protection Agency or state environmental protection agency or Department of Natural Resources or Environmental Quality now or at any time hereafter in effect, and shall also include any local corollaries of the above-referenced statutes, rules and regulations.

Hazardous Substances: Any hazardous or harmful waste or substance or material; air or water pollutant (including, without limitation, mold, bacteria, fungi, viruses and spores); asbestos or asbestos containing material pollutant; solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapor, soot, fumes, acids, alkalis, chemicals, oils, solvents or waste, including materials to be recycled in the future, reconditioned or reclaimed); polychlorinated biphenyl (in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils or any other device or form); or urea formaldehyde foamed in place insulation; toxic or regulated substances; solid waste; and all other substances, mixtures, materials and waste which are regulated under Environmental Laws, or which are classified as hazardous or toxic, all as defined, included or regulated under Environmental Laws.

1.02. **Exhibits.** The contents and provisions set forth in the following Exhibits attached to this Lease are hereby incorporated into and made a part of this Lease as though fully set forth herein:

Exhibit A – Legal Description

Exhibit B – Site Plan of Shopping Center and Premises

1.03. **Premises**. For and in consideration of Tenant's payment of Rent and performance of the covenants of Tenant set forth in this Lease, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon the terms and conditions set forth in this Lease. The Premises shall include the fixtures, improvements and other property now installed.

1.04. **Term**. The Term of this Lease shall begin on the Commencement Date and shall end at midnight on December 31, 2027, unless extended as provided herein.

(a) Extension Term. Upon 60 days notice by Buyer, Landlord will extend the lease for a two year term, beginning January 1, 2028 and ending midnight on December 31, 2029. All terms and conditions of this Lease remain in full force and effect during the Extension Term.

1.05. **Landlord Representations**. Landlord hereby warrants and represents to Tenant as follows:

(a) Landlord has complete interest, right and title in and to the Premises so as to enable Landlord to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Tenant's proposed use thereof.

(b) The heating, ventilation and air conditioning mechanicals are in good working order as of the Commencement Date.

ARTICLE II

PAYMENT OF RENT AND OTHER CHARGES

2.01. **Rent**. Tenant shall pay all Rent when due at Landlord's Address for Notices, or to any other person or entity or to any other address as Landlord may designate in writing. Tenant's obligation to pay Rent shall survive the expiration or earlier termination of this Lease and shall be a covenant independent of all other covenants of this Lease. Tenant shall pay all Rent without notice, demand, abatement, deduction or offset of any kind. If the Rent Commencement Date falls on a day other than the first day of a calendar month, the Rent for the partial calendar month shall be prorated on a daily basis for the number of days of the Term falling within that calendar month.

2.02. **Base Rent**. Tenant shall pay Landlord the monthly Base Rent amount set forth in Section 1.01, in advance on the first day of each calendar month of the Term, beginning on the Commencement Date.

2.03. **Janitorial Services**. Besides Base Rent and Additional Rent, Tenant shall be responsible for janitorial services for the Premises. The cost of the janitorial services shall be paid by Tenant and paid monthly on a timely basis.

2.04. **Premises Utilities.** Besides Base Rent and Additional Rent, Tenant shall pay all costs for utilities supplied to the Premises including, without limitation, for gas, electric, water, sewer, internet and telephone services. Tenant shall pay all costs for separately metered utilities directly to the utility provider.

2.05. **Other Taxes.** Besides Base Rent and Additional Rent, Tenant shall timely pay to the appropriate governmental agency or entity any and all sales, excise, use, property and other taxes levied, imposed or assessed for Tenant's merchandise, inventory, furniture, trade fixtures, equipment and any other personal property located in or used in connection with the Premises.

2.06. **Interest on Delinquencies.** If Tenant fails to pay any Rent within ten (10) days of its due date, such unpaid amounts shall accrue interest at the Interest Rate from the date due until paid in full.

ARTICLE III
**CONSTRUCTION, ALTERATION AND
MAINTENANCE OF THE PREMISES**

3.01. **Landlord's Work.** Landlord shall provide and install, at its expense, vinyl flooring, and paint the walls of the Premises. The vinyl flooring and paint color shall be selected by the Tenant. Landlord shall also repair, if necessary, the ceiling and lighting fixtures in the Premises. Landlord shall also replace stained or missing ceiling tiles.

3.02. **Tenant's Work.** Upon the execution of this Lease by Landlord and Tenant, Tenant, at Tenant's sole cost and expense, shall perform all work and supply all trade fixtures, furniture, furnishings, equipment and other items necessary for the furnishing and completion of the Premises for Tenant's Permitted Use ("***Tenant's Work***"). Tenant's Work can be done during regular business hours. Tenant's Work shall be performed in a good and workmanlike manner with materials of a first class quality. If Tenant's Work involves the preparation of plans and specifications, then prior to commencement of Tenant's Work, Tenant shall submit its final plans and specifications to Landlord for review and approval, which approval shall not be unreasonably withheld. Upon receipt of Tenant's plans and specifications, Landlord shall have seven (7) days to either approve Tenant's plans and specifications or provide notice to Tenant of those items of Tenant's Work that Landlord reasonably requires to be changed. Within five (5) days of Landlord's notice, Landlord and Tenant or their architects, engineers and/or contractors shall hold a meeting to revise and finalize Tenant's plans and specifications according to the reasonable changes requested by Landlord. Any modifications to the final plans and specifications for Tenant's Work approved by Landlord shall require Landlord's prior approval, which approval shall not be unreasonably withheld. Tenant shall obtain, at Tenant's sole cost and expense, all governmental permits and approvals necessary to perform Tenant's Work. Tenant's Work shall be performed in a good and workmanlike manner with materials of a first class quality.

3.03. **Landlord's Service, Maintenance and Repair Obligations.**

(a) **Landlord's Services.** Landlord shall provide the following services to the Common Areas of the Shopping Center during the entire Term, at Landlord's cost:

- (i) Replacement of exterior lighting tubes, lamp ballasts and light bulbs;
- (ii) Maintenance of landscaped areas, parking lot, sidewalks and other outdoor Common Areas, snow and ice removal within the outdoor Common Areas (Landlord shall have the right to use a portion of the parking and/or landscaped areas for snow stockpiling); and
- (iii) Other services customarily provided to Common Areas within first-class shopping centers in the Dane County, Wisconsin area.

(b) **Structural Maintenance and Repairs.** Landlord shall, at its sole cost and expense, maintain and repair the roof, foundation and structural portions of the Shopping Center, including the Premises, and the main electrical service and sewer and water pipes serving the Shopping Center, to keep the same in good condition and repair, except for reasonable wear and tear. Notwithstanding anything in this Lease to the contrary, Tenant shall be solely responsible for all maintenance, repairs or alterations to the Shopping Center to the extent necessitated by the negligent or willful acts or omissions of Tenant or its agents or employees (which shall be performed at the sole cost and expense of Tenant). Landlord, at its sole cost and expense, shall be responsible for repairs and maintenance to the plumbing and electrical system serving the Premises but not any of the plumbing and electrical system located within the Premises. Landlord shall also be responsible, at its sole cost and expense, for the replacement of the HVAC system serving the Premises.

3.04. **Tenant's Maintenance and Repair Obligations.** Except for Landlord's services, maintenance and repair obligations expressly set forth in Section 3.03 and except for maintenance or repairs necessitated by the negligent or willful acts or omissions of Landlord or its agents or employees (which shall be performed at the sole cost and expense of Landlord), Tenant shall maintain and repair the Premises, including Tenant's Work, and any alterations or additions made to the Premises by Tenant, in good condition and repair, reasonable wear and tear excepted, including, without limitation: HVAC system, electrical and plumbing fixtures; interior doors; interior walls and partitions; flooring; fixtures, leasehold improvements, facilities or equipment; and regular maintenance and janitorial services to the Premises. With respect to the HVAC serving the Premises, Tenant shall be responsible for semi-annual maintenance of the HVAC, in accordance with the manufacturer's recommended maintenance and schedule, and shall provide proof of said maintenance to Landlord no later than the Rent Commencement Date and annually upon renewal. Tenant shall also repair or replace any damage or injury whatsoever to the Premises (whether covered by the previous sentence) or the Shopping Center caused by Tenant, its agents or employees. Tenant shall be responsible for providing janitorial services to its Premises. All maintenance and repairs made by Tenant shall be done in a good and workmanlike manner using materials of equal or greater quality than the original work.

3.05. **Landlord's Right to Maintain or Repair on Behalf of Tenant.** If Tenant fails or refuses within a reasonable time following Landlord's written notice to perform any maintenance or repair required of Tenant pursuant to the previous section, Landlord may elect (but shall not be required) to cause or perform the required maintenance, repairs or replacements.

Tenant shall pay all costs incurred by Landlord to make such required maintenance, repairs or replacements within thirty (30) days following receipt of an invoice.

3.06. **Landlord's Right of Entry.** Landlord and its agents or employees shall have the right to enter the Premises at reasonable hours and upon twenty-four (24) hours' notice (except in cases of emergency, no notice shall be required) to: (a) inspect the Premises; (b) within the last six (6) months of the Term show the Premises to prospective purchasers or tenants; (c) determine if Tenant is complying with all terms and provisions of this Lease; (d) supply any services to be provided by Landlord under this Lease; and (e) make repairs required of Landlord under this Lease or repairs to any adjoining space or utility services or make repairs, alterations or improvements to any other portion of the Shopping Center as may be permitted by this Lease. Landlord shall perform all repairs, alterations and improvements which affect the Premises or require access to the Premises promptly and in a manner so as to minimize the disturbance of Tenant or interference with Tenant's use of the Premises. Any entry to the Premises by Landlord, its agents or employees pursuant to this section shall not be considered to be a forcible or unlawful entry of the Premises or an eviction, actual or constructive, so long as Landlord complies with the requirements of this section and Tenant hereby waives any and all claims for damages or other relief for any injury to or interference with Tenant's business or any loss of quiet enjoyment provided, however, that Landlord shall repair any damage to the Premises caused by Landlord or its agents or employees during any entry to the Premises pursuant to this section. Landlord's right of entry does not give Landlord the right to change, alter or modify the Premises.

3.07. **Alterations and Improvements by Tenant.** Except for Tenant's Work, which shall be completed in accordance with Section 3.02, Tenant shall make no alterations or improvements to the Premises or Shopping Center without first obtaining Landlord's written consent, which may be given or withheld in Landlord's sole discretion. All Landlord approved alterations and improvements shall be constructed in a good and workmanlike manner, using materials of a quality equal to or exceeding the quality of materials used in the initial construction of the Premises. All alterations and improvements constructed by Tenant, whether structural or non-structural shall be completed in accordance with all applicable governmental laws, rules, regulations and ordinances.

3.08. **Liens.** Tenant shall pay when due all amounts for labor or materials furnished to the Premises on behalf of Tenant and shall keep the Premises and Shopping Center free from any contractors', mechanics' or other liens or claims for liens. If Tenant fails to pay any such claims or to discharge any lien within thirty days (30) of filing, Landlord may pay or discharge such claims or liens and Tenant shall promptly pay Landlord all amounts expended by Landlord in discharging the lien. Landlord's payment of such claims or liens shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default in allowing such claim or lien to be made or filed. Nothing in this section shall prevent Tenant from withholding payment in connection with a good-faith dispute over the obligation to pay for labor or materials so long as Landlord's property interests are not jeopardized, and provided further that Tenant shall, within twenty (20) days after knowledge of filing of disputed lien claim, secure the discharge of the lien or deposit with Landlord cash or corporate surety bond acceptable to Landlord and in an amount sufficient to discharge the lien.

3.09. **Signs.** Landlord may, if available, provide space on the front exterior of the Shopping Center for Tenant's signage. Any signage shall be installed at Tenant's sole cost and expense, subject to Landlord's reasonable approval and compliance with all applicable governmental laws, rules, regulations and ordinances. Tenant, at its sole cost and expense, shall be responsible for obtaining any municipal approvals for the signage. Except for the signage permitted by this section, Tenant shall not without Landlord's prior written approval place, erect, attach or otherwise cause signs to be placed on or in the Shopping Center. If required by Landlord, Tenant shall remove all of Tenant's signs, and any related hardware, upon expiration or earlier termination of this Lease and shall repair all damage caused by such removal.

3.10. **Removal of Tenant Alterations and Improvements.** Landlord may require Tenant to remove at the expiration or sooner termination of this Lease any alterations or improvements to the Premises which Tenant has made pursuant to this Lease including, but not limited to, the Tenant's Work. Tenant shall repair any damage to the Premises or Shopping Center caused by the removal of any Tenant constructed or installed alterations or improvements. Except for those alterations or improvements which Landlord requires Tenant to remove in accordance with this section, all alterations and improvements made by Tenant to the Premises shall be and become Landlord's property at the expiration or earlier termination of this Lease without compensation or payment to Tenant, but expressly excluding Tenant's furniture, trade fixtures, equipment and personal property.

ARTICLE IV
USE AND OCCUPANCY OF THE PREMISES

4.01. **Permitted Use.** Tenant shall use and occupy the Premises for the operation of a Joining Forces for Families site (the "*Permitted Use*"). Tenant shall, at Tenant's sole cost and expense, take all required and necessary actions in compliance with all laws, rules, regulations, requirements, ordinances and orders existing or hereafter enacted or imposed by any governmental authority having jurisdiction over the Shopping Center, Premises, or Tenant, as applicable to Tenant's use and occupancy of the Premises for the Permitted Use. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance (including any objectionable odor) or commit or suffer the commission of any waste in, on or about the Premises.

4.02. **Quiet Enjoyment.** Landlord covenants and agrees that so long as Tenant performs all its obligations under this Lease and is not in default under this Lease beyond any applicable notice or cure periods, Tenant shall peaceably and quietly enjoy the Premises during the entire Term.

4.03. **Access.** Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days per week. Tenant shall provide to Landlord for approval, a schedule of all services. The service schedule may not be amended or modified without the prior written consent of Landlord.

4.04. **Common Areas.** Landlord grants Tenant, its employees, agents, contractors and customers the right to non-exclusive use of the Common Areas. Except as expressly set forth in this Lease or as otherwise agreed by Landlord in writing, the Premises does not include (and

Tenant does not have the right to) use, control or occupy the exterior surfaces of the Shopping Center, the roof of the Shopping Center or the land under the Shopping Center. Landlord reserves the right to control, occupy and use all space in or adjacent to the Premises for shafts, stacks, pipes, conduits, ducts, utility lines, sinks and other Shopping Center facilities, provided it does not materially interfere with Tenant's use of or access to the Premises. Landlord shall have exclusive management and control of the Common Areas subject to all terms and conditions of this Lease.

4.05. **Shopping Center Rules and Regulations.** Tenant shall obey all reasonable rules and regulations for the Shopping Center adopted by Landlord from time to time, provided that Landlord has previously provided a copy of its rules and regulations to Tenant. Landlord's rules and regulations may not unreasonably interfere with Tenant's use of or access to the Premises, materially modify any terms of this Lease, require payment of additional monies, or materially decrease the benefits and rights enjoyed by Tenant. Landlord shall provide Tenant reasonable advance notice of any amendments or modifications to the rules and regulations. Landlord shall not be liable to Tenant for failure of any tenant of the Shopping Center to obey such rules and regulations, provided that Landlord shall use its best efforts to enforce all rules and regulations uniformly among all tenants.

4.06. **Surrender at Termination.** Tenant shall peaceably vacate, surrender and deliver the Premises to Landlord upon the expiration or earlier termination of this Lease, in good order, repair and condition, reasonable wear and tear and events of casualty excepted, together with all improvements and alterations to the Premises, whether made by Landlord or Tenant (including, without limitation, Tenant's Work). Tenant shall remove all of Tenant's merchandise, inventory, trade fixtures, equipment, furnishings and personal property (collectively, "personal property") from the Premises no later than the expiration or termination of this Lease, including all signage installed by Tenant pursuant to Section 3.09, and shall repair and restore the Premises and Shopping Center if necessitated by such removal. Any of Tenant's personal property left on the Premises, after the expiration or earlier termination of this Lease and after Tenant fails to remove such property within ten (10) days of written notice to Tenant shall become Landlord's property and shall remain and be surrendered with the Premises. At Landlord's election, Tenant shall be liable to Landlord for Landlord's costs for storing, removing or disposing of any Tenant's personal property or signage which Tenant fails to remove from the Premises, or Landlord may sell any of Tenant's personal property and retain the proceeds from the sale. Tenant's obligations under this section shall survive the expiration or earlier termination of this Lease.

ARTICLE V **TRANSFERS**

5.01. **Assignment and Subletting.** Tenant shall not, without the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed, assign, mortgage or encumber this Lease or sublet all or any portion of the Premises. If Tenant desires to assign this Lease or sublet all or a portion of the Premises, Tenant shall first notify Landlord in writing including the name of the proposed assignee or subtenant and the proposed use of the Premises, and shall also provide such financial information as Landlord may reasonably require regarding the proposed assignee or subtenant. Tenant shall also accompany such notice with a copy of the proposed assignment or sublease document and any other agreements to be entered into

concurrently with such assignment or sublease. Upon each assignment of this Lease, the then-tenant assigning the Lease shall be fully released from any and all further obligations and liabilities under the Lease from and after the effective date of said assignment. To the extent the provisions of this Section conflict with the provisions of any other Section or part of this Lease, the provisions of this Section shall prevail and control.

5.02. **Landlord's Right to Transfer the Lease and Shopping Center.** Landlord shall have the right to sell, transfer, assign, mortgage or otherwise encumber this Lease or the Shopping Center provided it does not materially impair Tenant's rights under this Lease. This Lease and all rights of Tenant hereunder shall be subject and subordinate to any mortgages or other security interests that now or may hereafter encumber this Lease or the Shopping Center or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgages or security interests. In the event the holder of a mortgage or other security interest affecting the Premises shall foreclose or obtain a conveyance in lieu of foreclosure for any reason, Tenant shall attorn to and become the tenant of the successor in interest to Landlord provided such person or entity agrees in writing to recognize Tenant's rights under this Lease and to assume all future obligations of Landlord under this Lease.

If Landlord's interest in this Lease or the Shopping Center transfers to any person or entity by reason of sale, assignment or other conveyance (except in cases of foreclosures governed by the previous paragraph), Tenant shall immediately and automatically attorn to such person or entity which shall become the Landlord under this Lease provided such person or entity agrees in writing to recognize Tenant's rights under this Lease and to assume all future obligations of Landlord under this Lease.

5.03. **Estoppel Certificates.** Upon written request from Landlord or Landlord's mortgagee, Tenant shall execute and return an estoppel certificate within ten (10) days: (a) confirming the status of this Lease and the Commencement Date, and such other dates as are reasonably requested; (b) confirming the absence of any defaults hereunder or if any default shall exist, stating the nature thereof; (c) stating the dates through which Rent has been paid and the amounts thereof; and (d) confirming and containing such other certifications and representations reasonably requested by Landlord or the holder of any mortgage. Any such estoppel certificate may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. In the event Tenant shall fail to provide an estoppel certificate as required in this section, Tenant hereby appoints Landlord as Tenant's attorney in fact for purposes of executing such estoppel certificate.

ARTICLE VI

INSURANCE AND INDEMNITY

6.01. **Tenant's Insurance.** Tenant shall maintain at all times during the Term, at Tenant's expense, the following insurance coverages:

(a) Property and casualty insurance, including fire and extended coverage, vandalism and malicious mischief, insuring, for the then-current full replacement cost of Tenant's alterations and improvements to the Premises (including Tenant's Work), Tenant's merchandise,

equipment, trade fixtures and personal property owned, controlled or used by Tenant in the Premises;

(b) Commercial general liability insurance covering Tenant's business conducted in and occupancy of the Premises and insuring against claims for personal injury, including bodily injury and death, and property damage, with insurance limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, such policies shall be on a per occurrence basis and not on a claims made basis; and

(c) Worker's Compensation insurance in compliance with applicable laws for all Tenant's employees working in or in relation to the Premises.

6.02. **Policy Requirements.** All policies of insurance maintained by Tenant pursuant to this Article VI:

(a) Shall be issued by an insurer licensed to do business in the State of Wisconsin;

(b) Must require at least thirty (30) days' prior written notice to the other party of termination, lapse of coverage or material alteration; and

(c) Copies of certificates or other evidence of such insurance delivered to the other party, or a certificate thereof, upon the Commencement Date (or the date which Tenant first enters the Premises to begin Tenant's Work) and at least once per year thereafter for the entire Term.

6.03. **No Mutual Indemnification.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

6.04. **Landlord's Insurance.** Landlord shall maintain the following insurance coverages for the benefit of Landlord and its mortgagees (if any) at all times during the Term (subject to reimbursement of the costs of Landlord's insurance as set forth in the definition of Operating Costs):

(a) Property and casualty insurance including, but not limited to, fire and extended coverage, in an amount equal to the current replacement cost (excluding foundation, grading, and excavation costs) of the Shopping Center, including all improvements thereto, less a deductible not to exceed ten percent (10%), provided, however, that Landlord shall not be required to insure any of Tenant's improvements or alternations to the Premises or Tenant's or personal property;

(b) Commercial general liability insurance on a per occurrence basis covering the Shopping Center except for the Premises (which shall be Tenant's responsibility as set forth in

Section 6.01 above), with limits for any one occurrence of not less than One Million Dollars (\$1,000,000) for property damage and not less than Two Million Dollars (\$2,000,000) for personal injury or death;

(c) Such other insurance coverage(s) as Landlord may from time to time determine to be consistent with coverage which is now or may in the future be considered prudent for similar income-producing commercial properties in the Dane County, Wisconsin area or as may be required by any mortgagee or creditor of Landlord.

Tenant shall not be named as an additional insured nor shall Tenant have any right to proceeds of Landlord's insurance.

6.05. **Landlord Indemnified Events**. Except as expressly provided otherwise in this Lease and except to the extent resulting from the negligent or intentional acts or omissions of Tenant or its agents, employees, customers or contractors, Landlord shall indemnify, defend and hold Tenant and its agents, directors, members and employees harmless from and against any and all claims, actions, suits, judgments, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to: (a) any activity, omission, work or things done, permitted or suffered by Landlord, or its agents, employees or contractors in, on or about the Shopping Center, including the Premises; (b) any default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease; or (c) any negligent or intentional acts or omissions of Landlord, or its agents, employees or contractors.

6.06. **Waiver of Recovery**. Landlord and Tenant each agree they shall not have any claim against the other for any loss, damage or injury which is covered by insurance (regardless of the failure of either party to maintain the insurance coverages required under this Lease), regardless of the negligence of either party in causing the loss. Each party agrees to obtain such an agreement from its insurer if its policy does not expressly permit a waiver of recovery and subrogation.

6.07. **Contractors' Insurance**. Tenant shall require any contractor providing labor or materials in, about or to the Premises on Tenant's behalf to carry and maintain, at Tenant's or the contractor's sole cost and expense, the following insurance coverages which shall meet all of the standards applicable to Tenant's insurance policies under Sections 6.01 and 6.02:

(a) Commercial general liability insurance including, but not limited to, contractor's liability, builders' risk, contractual liability, completed operations, broad-form property damage coverages and contractor's protective liability coverage with limits for any one occurrence of not less than One Million Dollars (\$1,000,000) with respect to property damage and not less than Two Million Dollars (\$2,000,000) with respect to personal injury and death; and

(b) Worker's compensation insurance for all of contractor's employees working in or around the Premises in an amount sufficient to comply with applicable laws.

ARTICLE VII
CASUALTY DAMAGE AND CONDEMNATION

7.01. **Casualty Damage and Repair.** If the Premises are damaged by fire, explosion or any other casualty event to an extent of less than fifty percent (50%) of the replacement cost of the Premises, Landlord shall promptly commence and diligently proceed to repair the damage and shall complete repair of the Premises to its condition existing as of the date of this Lease. If the Premises shall be damaged by a casualty event to the extent of fifty percent (50%) or more of the replacement cost, or the Shopping Center is damaged to the extent of one third (1/3) or more of the replacement cost, Landlord or Tenant may elect to terminate this Lease by notice to the other party given within the thirty (30) days of the casualty event, otherwise Landlord shall promptly repair or rebuild the Premises (to its condition existing as of the date of this Lease) or the Shopping Center, as the case may be. Notwithstanding anything to the contrary in the foregoing requirements: (a) Landlord shall not be obligated to repair or replace Tenant's alterations and improvements to the Premises (including Tenant's Work), merchandise, inventory, trade fixtures, equipment, furnishings, or personal property; and (b) Landlord shall not be required to repair the damage in the event the amount of insurance proceeds available to Landlord shall be insufficient to pay for the repair. If neither party elects to terminate the Lease as provided above, and Tenant shall repair or replace its alterations and improvements to the Premises, merchandise, inventory, trade fixtures, equipment, furnishings, or personal property. Anything in this Lease to the contrary notwithstanding, if Tenant, in its sole discretion acting reasonably, determines that it cannot operate its business successfully in the Premises after an event of damage or destruction described in Section 7 of the Lease, or, in the event there is less than twelve (12) months remaining of the lease term hereunder, then, in either event, Tenant may terminate this Lease within sixty (60) days after said event of damage or destruction by giving written notice of such termination to Landlord.

7.02. **Landlord's Right to Terminate Lease Following Casualty.** Notwithstanding anything to the contrary in Section 7.01, Landlord may elect to terminate this Lease, in Landlord's sole discretion, under the following circumstances after an event of casualty: (a) Landlord's mortgagee(s) shall not allow Landlord to retain adequate insurance proceeds required for repair or rebuilding; or (b) the Lease is in the last six (6) months of its Term. In the event Landlord shall elect to terminate this Lease pursuant to this section, Landlord shall give notice to Tenant of such election within thirty (30) days after the date of the casualty event and shall provide Tenant a reasonable amount of time to remove its merchandise, inventory, fixtures, equipment, furnishings or personal property from the Premises.

7.03. **Rent Abatement.** If the Premises shall be rendered untenable in part following a casualty event (including by reason of damage to an adjacent portion of the Shopping Center essential to the operation of the Premises for the Permitted Use) but Tenant is able to use the Premises for Tenant's Permitted Use, and the damage shall not have been due to Tenant's or its agents' or employees' negligence or willful misconduct, Tenant shall receive a proportionate abatement of Rent from the date of the casualty event until the date this Lease terminates pursuant to Sections 7.01 or 7.02 or the date Landlord completes its repair or rebuilding and renders the Premises wholly tenantable for Tenant's Permitted Use, as the case may be. Tenant's proportionate abatement of Rent shall be calculated based on the ratio of the rentable square feet of the Premises rendered untenable to the total rentable square feet of the Premises. Tenant covenants and agrees it shall continue to use and operate that portion of the Premises not rendered untenable following a casualty event. If the Premises shall be rendered untenable in whole, or rendered untenable in part and Tenant is unable to use the Premises

for Tenant's Permitted Use, Rent shall abate in full until the earlier of the date the Premises are fully restored to the condition that existed on the Commencement Date, the date Tenant elects to open the Premises for business to the public or this Lease is terminated.

7.04. **Mutual Release.** Upon any termination of this Lease as a result of a casualty event as provided in this Article VII, neither party shall have any further obligations to the other from and after the date of termination, except for payment of any amounts which have accrued to the date of the casualty event and is then unpaid and except for such obligations under this Lease which, by their terms, survive the expiration or termination of this Lease.

7.05. **Total Taking.** For purposes of this paragraph, the term "taking" shall include taking of the Shopping Center, Premises or Common Areas in condemnation proceedings under the right of eminent domain or by a conveyance under threat of condemnation. This Lease shall automatically terminate as of the date title vests in the condemning authority in the event of a taking of the entire Premises.

7.06. **Partial Taking.** In the event of a taking of twenty-five percent (25%) or more of the Premises, Landlord or Tenant may terminate this Lease as of the date title vests in the condemning authority. If either party elects to terminate this Lease pursuant to this section, that party shall give notice to the other of its intent to terminate within ten (10) days of receiving written notice of the taking. In the event of a taking of less than twenty-five percent (25%) of the Premises or if neither party has elected to terminate this Lease in accordance with this section: (a) this Lease shall continue in full force and effect provided that all Rent shall be proportionately reduced based upon the portion of the rentable square feet of the Premises taken, effective as of the date title to such portion vests in the condemning authority, and (b) Landlord shall promptly restore the Premises to a complete architectural unit, at its sole cost and expense, if required. Anything in the Lease to the contrary notwithstanding, if Tenant, in its sole discretion acting reasonably, determines that it cannot operate its business in the Premises after a partial taking of the Premises under the provisions of eminent domain, Tenant may terminate this Lease within ninety days after the effective date of said taking by giving written notice of such termination to Landlord.

7.07. **Awards and Damages.** Landlord reserves the right to all awards and damages for loss of its fee ownership in any partial or total taking of the Premises or Shopping Center and Tenant hereby assigns to Landlord any right Tenant may have to such awards or damages. Tenant shall be entitled to a pro rata share of the condemnation award to the extent the award includes payment for the cost of any and all improvements made to the Premises and paid for by Tenant. Tenant may also claim and recover from the condemning authority compensation for Tenant's relocation expenses, business interruption or taking of Tenant's personal property if such claim shall result in a separate award to Tenant and does not reduce or affect the award or damages recoverable by Landlord.

ARTICLE VIII
DEFAULT AND REMEDIES

8.01. **Events of Default.** Any one of the following shall constitute a “*Tenant Default*” under this Lease:

(a) Tenant’s failure to timely make any payment of Rent which continues for ten (10) days;

(b) The voluntary assignment or general arrangement for the benefit of creditors by Tenant;

(c) Tenant files a petition under any section or chapter of the present Federal Bankruptcy Act or amendment thereto or under any similar law or statute of the United States or any state thereof, or failure to dismiss, within sixty (60) days after filing, an involuntary petition of bankruptcy or insolvency against Tenant;

(d) The appointment of a receiver or trustee for all or substantially all of Tenant’s assets and such receivership shall not be terminated or stayed within the time permitted by law;

(e) Tenant’s breach of the covenant contained in Section 4.01; or

(f) Tenant’s failure to comply with any other provision of this Lease and such failure continues for more than thirty (30) days after the date Landlord gives Tenant notice describing the failure provided, however, if the nature of Tenant’s failure reasonably requires more than thirty (30) days to cure, Tenant shall not be in default if Tenant immediately commences to cure and thereafter diligently proceeds to cure the failure.

8.02. **Remedies in Event of Default.** Landlord shall be entitled to the following remedies following a Tenant Default:

(a) Terminate this Lease and require Tenant to immediately surrender the Premises in accordance with Section 4.06. Tenant agrees that Landlord may change the locks on the Premises.

(b) Hold Tenant liable for Rent and other indebtedness accrued to the date of terminating this Lease and hold Tenant liable for Rent, and all other charges that otherwise would have been payable by Tenant during the remainder of the Term had Tenant not defaulted (excluding any extension of the Term which have not commenced as of the date of default), reduced by any sums Landlord actually receives from reletting the Premises during the remainder of the Term or the amount Landlord could have received had it made commercially reasonable efforts to relet the Premises in accordance with Section 8.03 below.

(c) Hold Tenant liable for the following amounts paid or incurred by Landlord due to Tenant’s default, which shall be due within thirty (30) days of receiving Landlord’s invoice: (i) reasonable broker’s fees incurred by Landlord for reletting part or all of the Premises, prorated for that part of the reletting term ending concurrently with the Term of this Lease; (ii) costs of

removing and/or storing Tenant's property; and (iii) other reasonable expenses incurred by Landlord in enforcing its remedies including, but not limited to, reasonable attorney fees.

(d) Perform, on behalf of and at the expense of Tenant (payable upon demand), any obligation of Tenant under this Lease which Tenant has failed to perform.

(e) Any other remedies available at law or in equity.

8.03. **Landlord's Duty to Mitigate Damages.** In the event of a Tenant Default and Landlord shall elect to terminate this Lease or to terminate Tenant's right to possess the Premises pursuant to the previous section, Landlord shall take all commercially reasonable actions to relet the Premises, upon commercially reasonable terms consistent with current market conditions, in an effort to mitigate its damages. Landlord may relet the Premises, or a portion thereof, for a shorter or longer period than the Term.

8.04. **Landlord's Default.** In the event Landlord shall fail to perform or observe any of its obligations under this Lease within thirty (30) days of the date Tenant gives notice to Landlord describing the failure, or such additional time as may be reasonably required to cure the failure under the circumstances, shall constitute a default of this Lease by Landlord. In the event of Landlord's default, Tenant may pursue any and all remedies available at law or in equity.

8.05. **Rights and Remedies.** All rights and remedies provided to Landlord and Tenant under this Article VIII shall be cumulative, and the exercise of any one remedy shall not exclude the simultaneous exercise of any other remedy. The rights and remedies permitted by this Article VIII shall survive the expiration or earlier termination of this Lease.

ARTICLE IX **GENERAL**

9.01. **Waiver.** Either party's waiver of the other party's default of any term, covenant, agreement or condition of this Lease shall not be deemed to be a waiver of any subsequent default of the same nor of any other term, covenant, agreement, condition or provision of this Lease. Any custom or practice which may develop between the parties in the administration of this Lease shall not be deemed or construed to waive or reduce the rights of Landlord or Tenant to insist upon the full performance by the other in strict accordance with all provisions of this Lease. Landlord's acceptance of any delinquent but full payment of Rent shall not be deemed a waiver of any other failure of Tenant to pay other than Tenant's failure to make the specific payment so accepted by Landlord.

9.02. **No Voluntary Surrender.** No act or thing done by Landlord during the Term of this Lease shall be deemed an acceptance of Tenant's premature surrender of the Premises prior to the expiration or earlier termination in accordance with this Lease and Tenant's premature surrender of the Premises shall not constitute a termination of this Lease unless Landlord agrees to a termination in writing.

9.03. **Environmental.** Tenant covenants and agrees it shall during the entire Term:

- (a) Timely comply with all Environmental Laws;
- (b) Not permit any Hazardous Substances to be brought upon, used or stored upon the Premises except in compliance with Environmental Laws;
- (c) Immediately provide Landlord, upon receipt thereof, with copies of any correspondence, notice, pleading, citation, indictment, complaint, order, decree or other document from any source asserting or alleging Tenant's violation upon or in relation to the Premises of any Environmental Laws, or asserting or alleging a circumstance or condition upon the Premises which may require a financial contribution by Tenant or a cleanup, remedial action or other response, including investigation, under any Environmental Laws;
- (d) In the event Landlord has reasonable cause to believe there exists a condition or circumstance created by Tenant, its employees or invitees warranting an environmental inspection or audit of the Premises, permit Landlord to retain an architect, environmental consultant or professional engineer selected by Landlord to perform an environmental inspection and/or audit of the Premises to evaluate Tenant's compliance with Environmental Laws and to test for Hazardous Substances on the Premises and for risks associated with exposure to Hazardous Substances, and permit Landlord and its employees, agents and consultants access to the Premises and the books and records of Tenant, if necessary, for the performance of the environmental inspection and/or audit; and
- (e) At Tenant's expense, remove or contain any Hazardous Substances or perform other investigation, remediation or corrective action required by Environmental Laws which is necessitated, in whole or in part, by Tenant's violation of this section (any expense of removal or containment of Hazardous Substances not necessitated by Tenant's violation of this section shall be at Landlord's sole cost and expense).

9.04. **Notices.** All notices required or permitted to be given under this Lease shall be in writing and delivered to Landlord at Landlord's Address for Notices and to the Tenant at the Premises and to Tenant's Address for Notices. Either party may change its address for notices by giving notice to the other party of such address change in accordance with this section. Notices shall be delivered by personal delivery, by mailing certified first class United States mail (return receipt requested and postage prepaid), or by nationally-recognized overnight courier. Notices given in accordance with this section shall be deemed to have been delivered, given and received: on the date of delivery in the case of personal delivery, three (3) days after deposit in the case of certified first class United States mail, or one (1) day after deposit in the case of overnight courier.

9.05. **Attorneys' Fees.** Each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, incurred by said party in bringing or defending any suit or cause of action commenced to enforce the obligations of the other party under this Lease.

9.06. **Time of the Essence.** In all instances where a party is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular time or within an indicated period, time shall be of the essence.

9.07. **Successors.** This Lease shall apply to and be binding upon the heirs, successors, executors, administrators and assigns of Landlord and Tenant (provided that this section shall not be construed to permit an assignment or sublease of the Premises except in accordance with Section 5.01).

9.08. **Relationship of Parties.** Nothing in this Lease shall create any relationship between the Landlord and Tenant other than that of landlord and tenant. The parties acknowledge and agree that neither party in any way or for any purpose shall be deemed to become a partner of the other in the conduct of the other's business or a joint venturer or a member of a joint or common enterprise with the other.

9.09. **Entire Agreement.** The parties acknowledge and agree that there are and were no verbal representations, understandings, stipulations, agreements or promises pertaining to the subject matter of this Lease that are not incorporated herein. Landlord and Tenant agree that this Lease represents the entire agreement between them and shall not be altered, amended or terminated except by a written agreement signed by Landlord and Tenant.

9.10. **Severability.** If any clause or provision of this Lease is held to be illegal, invalid or unenforceable under a present or future law effective during the Term, the remainder of this Lease shall not be affected thereby and the illegal, invalid or unenforceable provision shall be severed from the remainder of this Lease.

9.11. **Construction.** The captions contained in this Lease are for convenience only and in no way define, limit or enlarge the terms or conditions of this Lease. The parties acknowledge and agree that both have been responsible for negotiating and drafting this Lease and that neither party shall be deemed the sole or predominant drafter of the Lease.

9.12. **Brokerage Commissions.** Landlord represents that it has dealt with Altus Commercial Real Estate regarding this Lease and shall pay any leasing commission owed to Altus Commercial Real Estate. Tenant represents and warrants to Landlord that Tenant dealt with no broker, agent or finder on account of this Lease.

9.13. **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of Wisconsin.

9.14. **Force Majeure.** The parties shall not be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, material or labor restrictions or shortages, civil riot, floods or any other cause not reasonably within the control of Landlord, and which, by the exercise of due diligence, the non-performing party is unable to prevent or overcome.

9.15. **Recordation.** Tenant shall not record this Lease and shall not record a short-form memorandum of this Lease without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion.

9.16. **Authorization to Sign Lease.** Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that he/she is duly authorized to execute and

deliver the Lease on behalf of Landlord or Tenant, as the case may be, in accordance with the governing documents of Landlord or Tenant and that the Lease is binding upon Landlord and Tenant in accordance with its terms.

9.17. **Hold Over.** If Tenant shall remain in possession of all or any part of the Premises after the expiration of the Term, Tenant shall pay Landlord monthly Base Rent in an amount equal to one hundred fifty percent (150%) of the amount of monthly Base Rent payable for the last month of the Term and shall also be responsible for all other Additional Rent and other costs and expenses due under this Lease. Any hold over of Tenant shall be subject to all other terms and conditions of this Lease, provided, however that Tenant shall be deemed to be a tenant from month-to-month and no hold over shall entitle Tenant to an extension of the Term. Landlord's acceptance of Rent under the provisions of this section shall not be construed as a waiver by Landlord of any rights to re-entry as set forth in this Lease, except for the month in which Rent has been accepted.

9.18. **Consent/Approval.** Wherever the consent or approval of a party is required or where a party is given the right to exercise discretion, the same shall not be unreasonably withheld, conditioned or delayed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease and caused it to be effective as of the Lease Date.

TENANT:

DANE COUNTY

By: _____
Name: _____
Title: _____

LANDLORD:

ROLLING MEADOWS SHOPPING CENTER, LLC

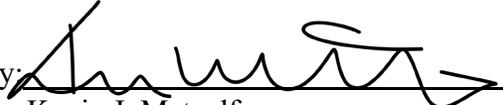
By:  _____
Kevin J. Metcalfe
Authorized Representative

Exhibit A

Legal Description

Lot Two (2) Carley Commercial Plat, in the City of Madison, Dane County, Wisconsin, EXCEPTING that portion described as follows: Beginning at the Northeast corner of said Lot 2; thence South 01°01'18" East, 10.07 feet along the East line of said Lot 2; thence North 80°44'43" West, 56.72 feet to the North line of said Lot 2; thence North 89°01'47" East, 55.81 feet along said North line to the Northeast corner of said Lot 2 and the point of beginning of this description.

PARCEL A: Lot Two (2), Certified Survey Map No. 7617 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on October 6, 1994, in Volume 39 of Certified Survey Maps, on Pages 295-297, as Document No. 2636885, located in the City of Madison, Dane County, Wisconsin.

PARCEL B: Lot One (1), Certified Survey Map No. 2143 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on August 30, 1976, in Volume 8 of Certified Survey Maps, on Pages 371 & 372, as Document No. 1484751, located in the City of Madison, Dane County, Wisconsin.

Tax Parcel Nos. 251-0710-102-1318-1 and 251-10710-102-1315-7

Exhibit B

Site Plan of Shopping Center and Premises

[attached]

ROLLING MEADOWS SHOPPING CENTER

4620-4748 COTTAGE GROVE RD, MADISON, WI

4688 - Leased
Property

