

Dane County Contract Cover Sheet

Revised 06/2021

Res 220
significant

BAF # 24237
Acct: Breunig
Mgr: Chance
Budget Y/N: N

Dept./Division	Human Services /PEI		
Vendor Name	Commerce Building II, LLC	MUNIS #	35311
Brief Contract Title/Description	New JFF Lease - 10 year lease 11,712 square feet of space at 2450 Rimrock Road Ste 301. Rent is \$14,640/month or \$175,680 annually with 2% increase each year. The rent includes common area monthly operating charges, property taxes and insurance but internet, phone, utilities and janitorial services are not included.		
Contract Term	January 1, 2025 - December 31, 2034		
Contract Amount	\$ 1,923,646.98		

Contract # Admin will assign	15653
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	Andrew Schmidt
Phone #	608-242-6391	Phone #	608-268-8116
Email	dcdhscontracts@countyofdane.com	Email	ans@alexandercompany.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 # tbd	Org:	Obj:	Proj:	
	Year	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 #	220
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input 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	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.11.20 14:16:05 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 11.18.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/20/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, November 26, 2024 11:44 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15653
Attachments: 15653.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/27/2024 9:18 AM	Approve: 11/27/2024 9:19 AM
	Rogan, Megan	Read: 12/2/2024 9:00 AM	Approve: 12/2/2024 9:01 AM
	Cotillier, Joshua	Read: 11/26/2024 1:34 PM	Approve: 11/26/2024 1:34 PM
	Oby, Joe		

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

Contract #15653
Department: Human Services
Vendor: Commerce Building II, LLC
Contract Description: JFF Lease at 2450 Rimrock Road, Suite 301 (Res 220)
Contract Term: 1/1/25 – 12/31/34
Contract Amount: \$1,923,646.98

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.

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2024 RES-220

**APPROVING RIMROCK ROAD LEASE
DCDHS – BEHAVIORAL HEALTH AND PREVENTION & EARLY INTERVENTION**

The Behavioral Health and Prevention and Early Intervention Divisions of Dane County Department of Human Services (DCDHS) currently lease approximately 9000 square feet of office space at 818 W. Badger Road which was acquired by the City of Madison last year for its future redevelopment project. Because the City plans to demolish the building, DCDHS must relocate its Joining Forces for Families, Immigration Affairs, Community Restorative Court and the Behavioral Resource Center offices to another location.

Commerce Building II, LLC has offered to lease approximately 11,712 square feet of space located at 2450 Rimrock Road, Suite 301, Madison to DCDHS for ten (10) years beginning January 1, 2025 and ending December 31, 2034. The agreed upon rental rate is \$15.00 per square foot which equals \$14,640 per month or \$175,680 annually. The rent includes common area monthly operating charges, property taxes and insurance but internet, phone, utilities and janitorial services are not. The rental rate will increase by 2% each year thereafter as shown in the following schedule:

Begin Date	End Date	Annual rent	Monthly Rent
January 1, 2025	December 31, 2025	\$175,680.00	\$14,640.00
January 1, 2026	December 31, 2026	\$179,193.60	\$14,932.80
January 1, 2027	December 31, 2027	\$182,777.47	\$15,231.46
January 1, 2028	December 31, 2028	\$186,433.02	\$15,536.09
January 1, 2029	December 31, 2029	\$190,161.68	\$15,846.81
January 1, 2030	December 31, 2030	\$193,964.92	\$16,163.74
January 1, 2031	December 31, 2031	\$197,844.21	\$16,487.02
January 1, 2032	December 31, 2032	\$201,801.10	\$16,816.76
January 1, 2033	December 31, 2033	\$205,837.12	\$17,153.09
January 1, 2034	December 31, 2034	\$209,953.86	\$17,496.16

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23 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and Dane
24 County Executive authorize the above described Lease for the property at 2450 Rimrock Road,
25 Suite 301; and

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27 **BE IT FINALLY RESOLVED** that the County Executive and County Clerk are authorized to
28 execute the Lease on behalf of Dane County.

LEASE

Date: November 12, 2024

Landlord: Commerce Building II, LLC
a Wisconsin Limited Liability Company
c/o The Alexander Company
2450 Rimrock Road, Suite 100
Madison, WI 53713

Tenant: Dane County
c/o Real Estate Coordinator
5201 Fen Oak Court #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 appurtenances commonly known as Commerce Building II and located at 2450 Rimrock Road, Suite 301 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 11,712 rentable and 10,475 usable square feet as identified and described on attached Exhibit B in the building located in the Project. Per BOMA standards, Usable area shall mean the measured area where a tenant normally houses personnel and/or furniture. 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: Ten (10) years commencing on the Commencement Date and terminating on the Termination Date.
- 1.6 Commencement Date: January 1st, 2025, subject to adjustment as set forth in Section 2 below.
- 1.7 Termination Date: December 31st, 2034, subject to adjustment as set forth in Section 2 below.
- 1.8 Monthly Gross Rent: \$ 14,640.00, subject to adjustment as set forth in Section 4.1, and Section 4.1.1 below.
- 1.9 Intentionally Omitted
- 1.10 Tenant's Proportionate Share of Project: 25.9% of Total Rentable Square Footage of Project. Tenant's Proportionate Share subject to change during lease term based upon changes in total common area.

- 1.11 Permitted Use: General Office space
- 1.12 Security Deposit: \$ 0.00
- 1.13 Intentionally Omitted
- 1.14 Intentionally Omitted
- 1.15 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 – Intentionally Omitted
 - I – Contractor Insurance Requirements

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.

~~3. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit set forth in Section 1.12, as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease. Landlord is not required to hold the Security Deposit in any special or trust account, but may commingle the Security Deposit with other funds of Landlord. No interest shall be paid to Tenant on the Security Deposit. If Tenant fails to perform any of its obligations under this Lease, Landlord may, but shall not be obligated to, use, apply or retain the whole or any part of the Security Deposit for the payment of (i) any rent or other sums of money due from Tenant hereunder, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, and/or (iii) any costs or expenses incurred by Landlord as a result of Tenant's default. The use, application or retention of the Security Deposit or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law. Landlord as a condition of exercising any such right or remedy shall not first be required to proceed against the Security Deposit. If any portion of the Security Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after written demand from Landlord, to deposit cash with the Landlord in an amount sufficient to restore the Security Deposit to its original amount. If Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant after the expiration or termination of this Lease after Tenant has surrendered the Premises to Landlord in accordance with this Lease and paid all amounts due and owing to Landlord. In no event shall Tenant be permitted to use or designate the Security Deposit for the payment of rent.~~

4. 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 Gross Rent set forth in Section 4.1, 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 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.

4.1 Gross 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 and rent shall thereafter be due on the first of the month. The parties hereto agree that the Gross 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.

4.1.1 Increase of Gross Rent. During the initial Term and all extension term of this Lease, the Gross Rent shall be increased based upon the schedule outlined in Exhibit G. Said increase shall be two (2%) per year based on the rent in the preceding year.

4.2 Intentionally Omitted

4.3 Late Charge. Tenant acknowledges that late payment of Rent (as outlined in Section 4) 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 (Gross Rent or additional rental) due hereunder is not paid by the tenth 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.

4.4 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.

5. 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 Gross Rent; 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 at Landlord's option shall be either billed directly to and paid by Tenant as additional rent. 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 on a time and materials basis directly therefor.

5.1 IT / Network / Data Rooms: Tenant shall, at its expense, be responsible for the repair, maintenance and replacement of all HVAC, data and electrical systems servicing IT, Network, or Data Rooms that exclusively service the Premises. Landlord shall not be held responsible for any damage done to tenant property within IT / Network / Data Rooms within the Premises.

6. 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. Heat and air conditioning service to the building(s) shall be provided Monday through Friday, holidays excepted, from 7:00 a.m. through 6:00 p.m. Acceptable seasonal temperature ranges shall be as follows: 76 degrees Fahrenheit plus or minus 2 degrees Fahrenheit in summer months, 72 degrees Fahrenheit plus or minus 2 degrees Fahrenheit in winter months. Tenant and Landlord agree that any heating or cooling requirement outside of this

timeframe shall be made available to Tenant by Landlord at a billable rate of \$65 per hour subject to annual review and adjustment by Landlord. 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 discontinuation in or failure of any utility service, and no such failure or discontinuation 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.

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

8. PARKING. Tenant shall be allocated 10 parking spaces in the underground garage of the Project at a monthly per stall rate of \$0.00. Such stalls shall be exclusive to Tenant. Tenant shall be obligated to retain these stalls for the entire Term of this Lease unless Landlord, at Landlord's sole discretion, agrees to relieve Tenant of this obligation. 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.

Shared Surface: Tenant shall be allocated 30 parking spaces on the surface lot of the Project at a monthly per stall rate of \$0.00. 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 \$50 or the prevailing market rate.

9. SIGNS. Tenant may provide, at Tenant's sole cost, and at Landlord's sole discretion and approval, a standard sign (similar to identification signs of 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 or in any common area of the Property. Tenant shall not place any temporary signage on the Project or Premises or in any common area of the Property without prior Landlord written approval. All signs or modifications to existing signs, including building directories, requested by Tenant shall be at Tenant's sole cost. Any building signage installed by Tenant shall be removed upon Lease Termination at Tenant's sole cost.

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, and Landlord reserves the right to modify Tenant's proportionate share as stated in Section 1.10, 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. CONDITION OF PREMISES. Tenant has had the right to inspect the Premises. Landlord makes no representation or warranty as to the condition of the Premises and Tenant accepts such "as is". Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that they are in satisfactory condition.

Tenant shall substantially complete the construction of the Premises as described on Exhibit C attached hereto. All such work shall be done in a good and workmanlike manner in compliance with all building codes and regulations applicable to the Building. Prior to construction, Tenant shall provide 50% plans, Final Permit plans, Tenant's list of contractors, Certificate of Insurance form from all Tenant's contractors, and construction schedule for Landlord approval. During construction, Tenant shall be required to accommodate Landlord inspection of the Premises post-demolition, post-framing (prior to drywall installation), pre-ceiling tile installation, and attendance at architect's final sign off of the Premises. Tenant shall provide 48 hours' notice to landlord of any work that will be disruptive to other Tenant's in the Project. Upon completion of construction, Tenant shall furnish Landlord with a copy of the following construction documents: a set of signed lien waivers from all contractors, a complete set of "As Built" drawings, final CAD files, and the Certificate of Occupancy issued by the local municipality and O&Ms for any systems installed by the Tenant. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that they are in satisfactory condition. Any punch list of unsatisfactory items of which Landlord gives written notice to Tenant within ten (10) days after inspection by Landlord shall be corrected or repaired by Tenant within ten (10) days of delivery of such notice.

12. 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.

13. 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 ("Exhibit E Commercial Lease Addendum Rules and Regulations"), 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 of the Building Rules.

14. ENVIRONMENTAL REQUIREMENTS. Tenant shall comply with all applicable federal, state and local laws, ordinances, orders, and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, releases, emissions,

waste, nuisance, pollution control, hazardous substances, the environment and other environmental matters (the foregoing, as the same may now or hereafter be in effect during the Lease term, the "Environmental Laws"). Tenant shall obtain, maintain in effect and comply with all licenses, permits, approvals, authorizations, exemptions, certificates and registrations and make all applicable filings required by any governmental authority pursuant to Environmental Laws with respect to Tenant's use, operation, and occupancy at and of the Premises, including any Hazardous Substances used, stored, or otherwise located thereat or transported therefrom (hereinafter collectively referred to as "Permits"). The Permits 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, permit, or contribute to any flammable or explosive material, petroleum or petroleum by-products, contaminant, radon, radioactive waste or material, hazardous waste or material, toxic waste or material, asbestos in any form, lead or lead-containing materials, per- or polyfluoroalkyl substances, polychlorinated biphenyls or any similar substance which is or may become regulated under any Environmental Laws (hereinafter collectively referred to as "Hazardous Substances") to be generated at, emanate from, brought upon, transported over, kept or used in or about the Premises except for de minimis amounts of such substances as is customary in similarly situated businesses to that of Tenant's business, provided that Tenant shall handle, store, transport, use and dispose of any such Hazardous Substance in strict compliance with all Environmental Laws and Permits as well as the highest standards prevailing in the industry for the storage, use, transportation, and disposal of such substances or materials, in a manner which complies with the terms of this Section 14, and Tenant shall give Landlord written notice of the identity and location of such Hazardous 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 at, under, within, or emanating from the Premises, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such testing relates to the acts or omissions of Tenant, its employees, agents, contractors, guests, or invitees (the "Tenant Parties") at the Premises [or Project – however the premises plus building and common areas is defined in the lease] or breach by any Tenant Parties of the terms of this Section 14. 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 hold Landlord harmless from and against any liability, claims, expenses, fees, damages, fines, or other costs, including without limitation attorney's fees and the cost of any required or necessary repair, cleanup, remediation or detoxification, in each instance arising out of or contributed to by (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances solely by any Tenant Parties at, over, across, under, or from the Premises [or Project], or (ii) an actual or alleged violation of Environmental Laws in connection with the use or occupancy of the Premises [or Project] or business operations solely of any Tenant Parties at the Premises [or Project]. The foregoing covenants shall survive the expiration or earlier termination of the Term of this Lease.

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 as a result of Tenant's negligent acts. Contractor(s) performing Alterations within the Premises shall comply with Contractor Insurance Requirements as described in Exhibit I attached hereto. 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. 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 13 within ten (10) days of Tenant's receipt of any such notice.

17. RIGHT OF ENTRY. Landlord and its agents shall at all times have the right to enter the Premises in the case of an emergency. Landlord and its agents shall give reasonable notice to 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. Tenant shall not add or change the locks to any doors of the Premises. Tenant shall provide Landlord with access to any electronic or pin pad access systems. Landlord shall supply Tenant with fifty (50) keys/fobs to the Premises upon Lease signing. In the event Tenant loses keys and Landlord needs to re-key the Premises or Building Tenant shall be responsible for such costs. In the event Tenant requests additional keys or fobs from Landlord, Tenant shall be charged for the costs thereof. Tenant agrees to deposit or permit Landlord to deposit on Tenant's behalf a key to the Premises in a lock box if required by and for the benefit of the local fire department. Landlord and its agents shall make all reasonable efforts to notify Tenant of the need to enter the Premises prior to entering. 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.

17.1. CONFIDENTIALITY. Landlord acknowledges that Tenant shall keep sensitive and confidential client information on the Premises. If Landlord enters the Premises outside of Tenant's business hours or without Tenant being present, Landlord shall take all necessary actions to protect the confidentiality and security of legally protected information and shall not intentionally or accidentally disclose such information to unauthorized persons.

18. INSURANCE.

18.1 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. 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) 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. If Tenant is responsible for any machinery and equipment, Tenant shall maintain mechanical breakdown insurance. Landlord shall not carry insurance on, and shall not be responsible for damage to, Tenant's personal property or any Alterations (including Tenant's Work and any Landlord's Work or tenant improvements, by whomsoever constructed), and Landlord shall not carry insurance against, or be responsible for any loss suffered by Tenant due to, interruption of Tenant's business, however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Landlord its agencies, boards, commissions, officers, employees or representatives.

(c) Workers compensation insurance with statutory employer liability limits.

(d) Such other insurance as may be required from time to time by Landlord's underlying lessor or mortgagee of the Project. All of such policies shall be written by an insurance company or companies

satisfactory to Landlord and shall contain a clause that the insurer will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord. A Tenant's Certificate of Insurance and an Evidence of Property Insurance shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord. Landlord may at any time and from time to time inspect and/or copy any and all insurance policies required to be procured by Tenant under this Lease.

(e) All insurance shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss. Tenant hereby waives its right of action and recovery, including deductibles and self-insured retentions, against and releases Landlord, Landlord's property manager, affiliates, shareholders, partners, directors, officers, employees, agents and representatives from any and all liabilities, claims and losses for which they may otherwise be liable to the extent that the same are covered, or would have been covered if so maintained, by the insurance required to be carried by Tenant under this Lease; however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Landlord its agencies, boards, commissions, officers, employees or representatives.

18.2 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. 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 Landlord or 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. 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; however, that the provisions of this paragraph shall not apply to

liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Landlord its agencies, boards, commissions, officers, employees or representatives.

21. CASUALTY. If the Premises are destroyed or damaged by fire or other casualty covered by the Landlord's ISO "special" form or its equivalent property insurance 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. If Landlord shall fail to commence repair and restoration of the Premises on or before ninety (90) days after the date of the event causing such destruction or damage to the Premises, then Tenant, upon thirty (30) written days' notice to Landlord, may terminate this Lease. However, if Landlord shall commence repair or reconstruction during said thirty (30) day time period, Tenant's notice shall be null and void and this Lease shall not be deemed terminated. Landlord shall be under no obligation to restore any of the alterations, additions and leasehold improvements made by or for Tenant and or previous tenant nothing herein shall be construed to require Landlord to insure such property If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore all its alterations, additions and leasehold improvements made by or for Tenant and or previous tenant, 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 not suitable for occupancy 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 not suitable for occupancy shall be abated until the Premises or such part thereof shall have been put in tenantable 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.

22. 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.

23. 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 as 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.

24. **DEFAULT.** If (a) Tenant shall fail to pay the rent or any charge due hereunder within thirty (30) 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 thirty (30) days after written notice thereof shall have been given to Tenant (except that such thirty (30) 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 thirty (30) day period and provided Tenant commences the process of curing such default within said thirty (30) 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 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 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).

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.

25. **NOTICES.** Any notice required or permitted to be given under this Lease shall be in writing, shall specifically refer to this Lease, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this Section 25, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested, or (c) by electronic mail designated in this section 25 in conjunction with any other notice requirement identified in this Section 25.

Commerce Building II, LLC c/o The Alexander Co., Inc
Nic Alexander
2450 Rimrock Rd., Suite 100
Madison, WI 53713
Email npa@alexandercompany.com

Dane County
Sharene Smith, Real Estate Coordinator
5201 Fen Oak Drive, #208
Madison, WI 53718
Email: smith.sharene@danecounty.gov

26. INTENTIONALLY OMITTED.

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. Tenant shall return all keys/fobs to Landlord. Tenant may be charged cost of replacing keys or fobs and/or the rekeying of doors in the event keys or fobs are not returned. 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. 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 Gross Rent shall be at 115% of the latest Gross 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. 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 thirty (30) 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 thirty (30) day period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant's interest herein. . 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.

33. ESTOPPEL CERTIFICATES. Tenant agrees that at any time and from time to time within thirty (30) 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. 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.

35. 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.

36. 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, including improvement completed, or in progress, by Tenant prior to relocation, 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 Gross 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.

37. 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 neutral 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. COPIES VALID. This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

EXECUTED as of the date first written above.

LANDLORD:

Commerce Building II, LLC
a Wisconsin Limited Liability Company

By: Mid-Town Center, LLC,
a Wisconsin limited liability company,
as Manager

By: National Venture, LLC
a Wisconsin limited liability company,
as Manager

By: 
Name: Joseph Alexander
Title: President

TENANT:

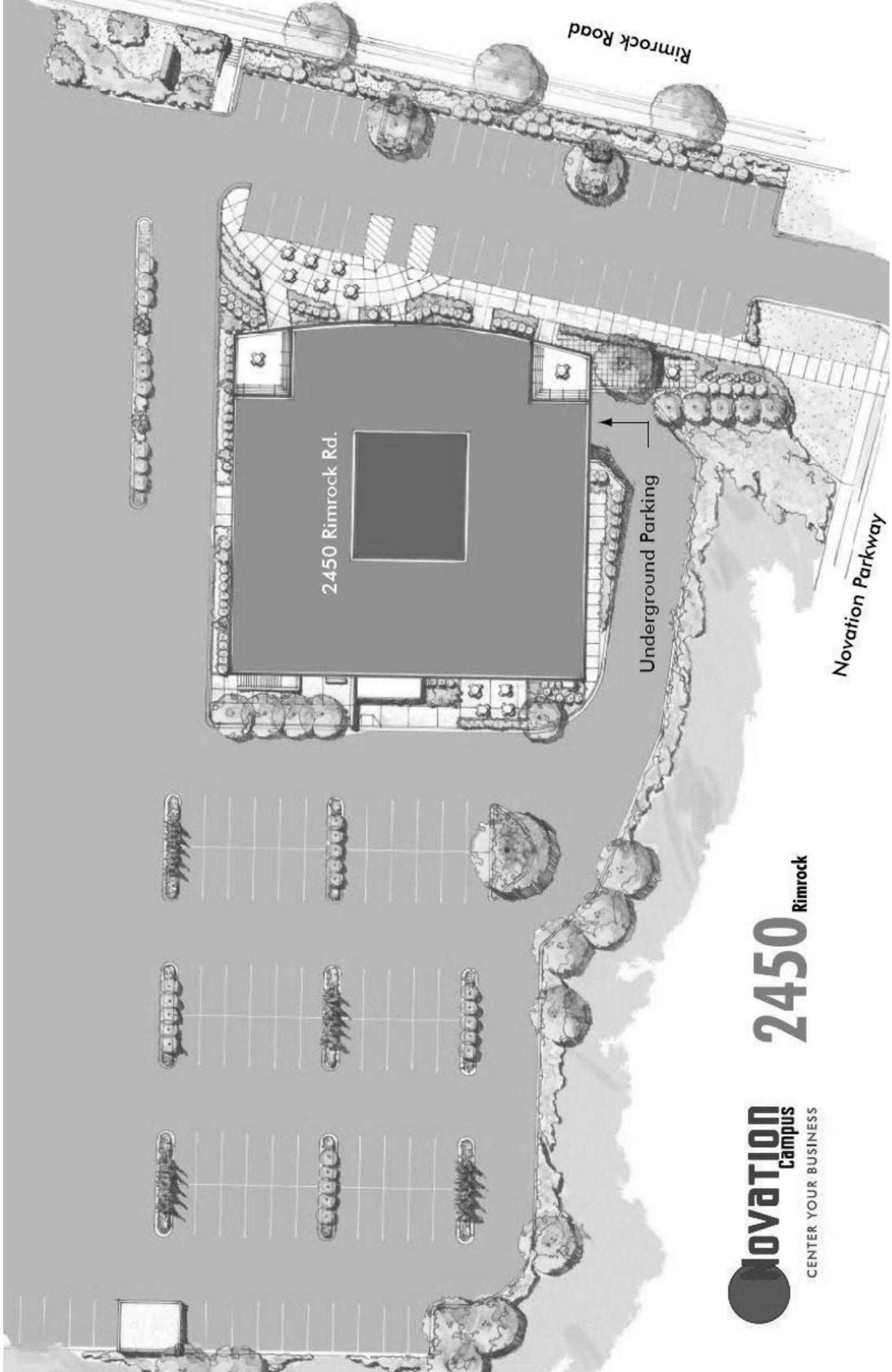
Dane County

By: _____
Name: Melissa Agard
Title: County Executive

By: _____
Name: Scott McDonell
Title: County Clerk

EXHIBIT A

SITE PLAN

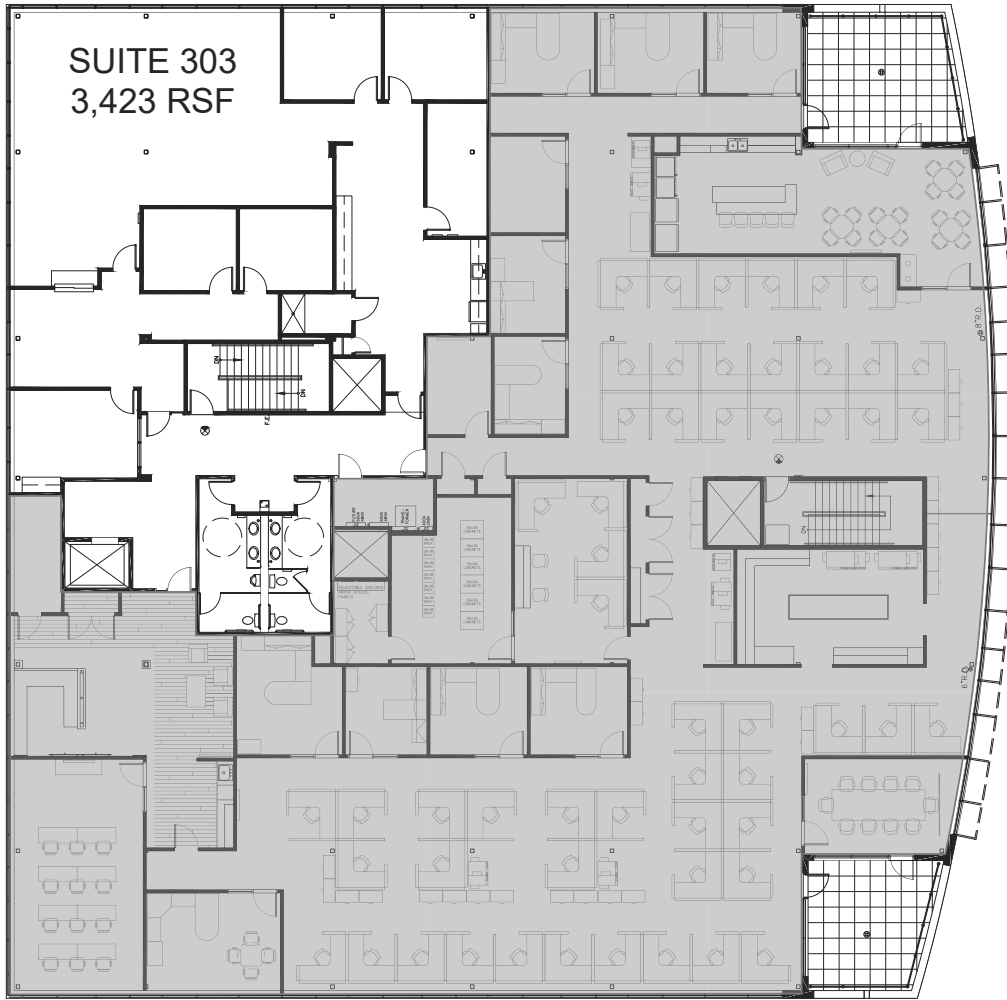


NOVATION
Campus
CENTER YOUR BUSINESS

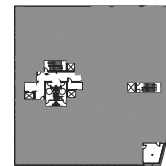
2450 Rimrock

EXHIBIT B

PREMISES



2450 Rimrock Road
 Suite 301
 11,712 Rentable S.F.



Location Plan



EXHIBIT C

LANDLORD AND TENANT'S WORK

LANDLORD'S WORK

Landlord to subdivide premises as shown in Exhibit B to create suite 303 upon Tenant request or upon Landlord leasing Suite 303 to another party.

Tenant shall be responsible for any installed security cameras with its own network video recorder system within the Premises. Tenant shall be responsible for installation and maintenance of said cameras and for viewing and monitoring the recordings. Any request from Landlord to access the recordings shall not be unreasonably denied.

TENANT'S WORK

All work necessary for Tenants to commence operations.

Tenant will divide the former IT office next to the server room into two separate offices with separate entryways/doors.

Tenant shall be responsible for dismantling and disposal of all furniture and equipment located in Suite 303

EXHIBIT D

CONFIRMATION OF LEASE TERM AGREEMENT

LANDLORD: Commerce Building II, LLC
TENANT: Dane County
LEASE DATE: _____
PREMISES: Suite No. 301 in the building located at 2450 Rimrock Road, 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:
Commerce Building II, LLC
a Wisconsin Limited Liability Company

By: Mid-Town Center, LLC,
a Wisconsin limited liability company,
as Manager

By: National Venture, LLC
a Wisconsin limited liability company,
as Manager

By: 
Name: Joseph Alexander
Title: President

TENANT:
Dane County

By: _____
Name: Melissa Agard
Title: County Executive

By: _____
Name: Scott McDonell
Title: County Clerk

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, we do 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 excluding the garage, or will not be left on lawn areas or outside tenant space, unless it is in an authorized location.

Outdoor Grills: Outdoor grilling use, or storage of private grills is not permitted without Landlord approval.

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, 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. 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 inside the building. It is also prohibited from smoking within twenty-five (25) feet from any entrance. For your convenience we have provided cigarette urns on the property.

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. 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 or recycling items that are not included in standard garbage and recycling pickups, including but not limited to furniture (couches / mattresses), electronics and appliances. 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.

Space Heaters, warming equipment: Tenant and Tenant's employees shall not install or use electrical plug in heating elements. Including but not limited to individual heaters / space heaters, heating pads, and heating blankets.

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 disturb 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.

These 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.

EXHIBIT F

ADDITIONAL PREMISE OBLIGATIONS

LANDLORD'S OBLIGATIONS

None

TENANT'S OBLIGATIONS

None

EXHIBIT G

RENT SCHEDULE

Year	Gross Rent Per Month	Gross Rent Annually
1/1/2025-12/31/2025	\$ 14,640.00	\$ 175,680.00
1/1/2026-12/31/2026	\$ 14,932.80	\$ 179,193.60
1/1/2027-12/31/2027	\$ 15,231.46	\$ 182,777.47
1/1/2028-12/31/2028	\$ 15,536.09	\$ 186,433.02
1/1/2029-12/31/2029	\$ 15,846.81	\$ 190,161.68
1/1/2030-12/31/2030	\$ 16,163.74	\$ 193,964.92
1/1/2031-12/31/2031	\$ 16,487.02	\$ 197,844.21
1/1/2032-12/31/2032	\$ 16,816.76	\$ 201,801.10
1/1/2033-12/31/2033	\$ 17,153.09	\$ 205,837.12
1/1/2034-12/31/2034	\$ 17,496.16	\$ 209,953.86

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

Contractor Insurance Requirements

General Liability

Required Limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Per Project General Aggregate Box needs to be checked

Auto Liability

Required Limits:

- \$1,000,000 Combined Single Limit

If you do not have owned/leased vehicles, the hired & non-owned boxes need to be checked

Workers Compensation

Required Limits:

- Statutory Employer's Liability
- \$100,000 each accident
- \$500,000 disease, policy limit
- \$100,000 disease, each employee

Waiver of subrogation in favor of Alexander Company and its affiliated entities.

Excess Liability/Umbrella

Required Limits: \$1,000,000

Limits can be satisfied with the combination of primary & excess liability limits.

30 Day Cancellation Notice Required.

Certificate Holder:

The Alexander Company, Inc
2450 Rimrock Rd Suite 100
Madison, WI 53713

