

LEASE

THIS LEASE, made and entered into this 14th day of July, 2014, by and between Milwaukee County, Department of Administrative Services - Facilities Management (the "Lessor"), whose address is 1220 W. Vliet Street, Milwaukee, WI 53205 and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately 110,114 square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at 1220 W. Vliet Street in the City of Milwaukee, Wisconsin (the "Building"), which Premises are further described on Exhibit A (floor plan) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Health Services (DHS) or such other State of Wisconsin agency that may be designated by Lessee (collectively, the "Tenant"). Lessee acknowledges that it has been made aware by Lessor that the Premises are hereby leased "as-is" and may or may not prove to be suitable for all purposes contemplated by Lessee, either now or in the future. The Lessee will allow the Hunger Task Force to continue to operate in one cubicle in Room 101 for the term of this Agreement.

3. **TERM.** The lease term hereunder shall be deemed to have begun on May 1, 2014 and proceed month-to-month until either party to this lease acts to terminate the lease. In the event either party chooses to terminate this lease, that party shall provide written notice to the other party a minimum of thirty (30) days in advance of the termination date.

4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the Lease term at the following rate: The sum of One Hundred Ninety Eight Thousand, Three Hundred, Eighty Nine And 00/100Dollars (\$198,389.00) per month. Starting on January 1, 2015, the monthly rent will be increased to Two Hundred Twenty Six Thousand, Seven Hundred Sixty And 00/100Dollars (\$226,760.00). Starting on January 1, 2016 and every January thereafter, the rent will be increased by 3% from the previous year's rent.

Begin Date	End Date	Annual Rent	Monthly Rent
May 1, 2014	December 31, 2014	\$2,380,668.00	\$198,389.00
January 1, 2015	December 31, 2015	\$2,721,120.00	\$226,760.00

Lessor will provide at no additional cost, those services and items listed in the attached Schedule I.

The monthly rent throughout the entire lease term, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the months of May, 2014 through September, 2014, as the start date of this Lease has already passed. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** No renewal options are provided for in this Lease. Only if Lessor and Lessee, upon mutual consent and agreement negotiate terms and conditions for additional lease periods, will an extension or new lease be available.

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the Premises, and will not permit the use of the Premises by anyone other than the Lessee, or such other State of Wisconsin agency that may be designated by Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:
 - a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises as provided in the terms of this Lease; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.

 - b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.

- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of any improvements necessary in Lessor's reasonable judgment to meet and maintain the standards and specifications set forth in Schedule I. Lessor shall observe all federal, state and local codes applicable to the Premises.
- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- f) Lessor certifies that it has 25 or more employees, and is in full support of investing in and maintaining a diverse workforce through the recruitment and development of minorities as well as participation in community organizations and connections with local business. Lessor has a well-established Diversity Program and Diversity Committee, which facilitates current programs and identifies new opportunities to expand and grow our diversity initiatives. In addition, Lessor believes that it is important to work with diverse supplier networks for goods and services provided to Lessor, as facilitated through Lessor's Communicaty Busniess Development Partners division. Correspondingly, Lessor does not discriminate in any way based on Title VII of the Civil Rights Act of 1964 and has an established policy prohibiting discrimination of any kind and supporting Affirmative Action as required by applicable law.
- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such

asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- h) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- i) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may

vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may request that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and replaced with new materials of identical quality or better quality. In the event Lessor is unwilling to replace the materials, and Lessee notifies Lessor that it intends to vacate the Premises as a result, Lessee may terminate the Lease on 30-days' notice as described in Section 3 above.

- k) Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.

- l) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.
- m) Lessor will provide 24/7 access to all data closets containing DHS IT equipment to identified Lessee IT staff. Lessee will be held accountable for their access.
- n) Lessor will respond to all reported building related problems/issues within a reasonable timeframe and if final resolution is not possible within an acceptable timeframe (agreed upon by both parties depending on the circumstances) Lessor will provide an alternate solution to remedy the situation until permanent resolution is provided.

8. **COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted.
- c) Lessee is permitted to make alterations to the Milwaukee County owned furniture for ergonomic or business purposes without prior approval from Milwaukee County. Lessee will provide Milwaukee County with updated floor plans when any reconfigurations occur. All changes will comply with both State and Federal codes.
- d) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice

thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.
- f) Lessee shall identify problems concerning the occupancy of the Premise to the Lessor for resolution.
- g) To the best of its ability, Lessee will conduct its business and control its employees, agents and invitees in such a manner as to not create any nuisance or unreasonably interfere with, annoy or disturb any other tenant or occupant of the Building.
- h) Tenant shall have use of the Premises during the business hours of 7:00 AM to 6:30 PM, Monday through Friday; except for State of Wisconsin designated holidays (see Exhibit B). Applicants/members will have access to the building from 7:30 AM until 5:00 PM. All applicants/members in the building receiving services after 5:00 PM will be accommodated, and Lessee will make all reasonable effort to provide timely and effective services to ensure that these applicant/members vacate the building by 6:30 PM. Applicants/members shall be accompanied at all times by staff supervised by the Department of Health Services (DHS) when in secured staff areas.
- i) In the event that Lessee has the need to extend business hours beyond 6:30 PM, lessee shall obtain prior approval from Lessor by requesting such approval no less than 72 hours prior to such need. To account for the additional costs associated with maintaining the level of security deemed necessary by Lessor, Lessee will reimburse Lessor \$256.20 per extended business hour if applicants/members are in the Premises and \$243.82 per extended business hour if applicants/members are not in the Premises. Billing for such services will be included in the

Lessor's billing to the Department of Health Services (DHS) for costs associated with the Operating Agreement, which is separate from this Lease.

- j) Lessee shall have a DHS Supervisor/Manager in the Premises during all extended business hours and shall provide the names of such Supervisor/Managers to Lessor during each extended business hour session.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$2.0 million each occurrence and \$2.0 million general aggregate.** Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage by date of occupancy. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.

10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease. Lessor's liability is limited by s. 893.80(3) Wis. Stats., for general liability and s. 345.05(3), Wis. Stats., for automobile liability.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising

from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. DAMAGE OR DESTRUCTION. In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises.

13. NOTICES. Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by confirmable express or messenger deliver, such notice deemed to be effective at the time when delivery is confirmed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Milwaukee County, DAS-FM
Attention: DAS-FM Director
901 N. 9th Street
Milwaukee, WI 53233

Rent sent to: Same as above

If to Lessee: State Leasing Officer
Wisconsin Department of Administration
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

14. FUNDING. The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may terminate this Lease as provided in Section 3 above. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon. Such additional space may be added to this Lease via a letter of addendum.
16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein, including termination.
18. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.
19. **FORCE MAJEURE.** In the event either party hereto 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, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party'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.

20. EMINENT DOMAIN. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as provided in Section 3 above.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. CONSTRUCTION OF IMPROVEMENTS. This section left blank intentionally.

22. LESSEE COSTS. Lessee shall be responsible for the monthly phone and data costs for the Premises.

23. CAPTIONS. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

24. AUTHORIZATION, BINDING EFFECT. This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the government of Milwaukee County and the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.

25. WAIVER. The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

26. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
27. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
28. **OPTION TO TERMINATE.** This Lease may be terminated at any time during the Lease term by either party to this Lease. A thirty (30) day written notice in advance of the termination date must be provided to the other party to this Lease.
29. **INTEREST.** Unless waived by the County Board of Supervisors, Lessee shall be responsible for payment of interest on the amounts not remitted in accordance with the terms of this Lease. Rental payment shall be considered late after 10 days beyond the due date. The rate of interest shall be 1% monthly, calculated on a daily basis until rent is paid. Rents for the months of May, 2014 through September, 2014, shall not be considered late. This provision permitting collection of interest and penalty by Lessor on delinquent payments is not to be considered Lessor's exclusive remedy for Lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Lessor of any other remedy permitted under the Lease, including but not limited to termination of this Lease.
30. **INDEPENDENT CONTRACTOR.** Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Lessor and Lessee. In entering into this Lease, and in acting in compliance herewith, Lessee is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

LESSOR:

Milwaukee County, Department of Administrative Services – Facilities Management

By: _____

Name: _____

Title: _____

Date: _____

Approved:

By: _____ Date: _____
County Executive

Approved:

By: _____ Date: _____
Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

Reviewed:

By: _____ Date: _____
Risk Management

LESSEE:
State of Wisconsin

By: _____

CHRIS SCHOENHERR
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

File No. 435-002

SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. UTILITIES. All utilities, except monthly telephone and data costs for the Premises, as set forth in Sec 21. For the purposes of this Lease, "All Utilities" shall mean:
 - a. Water and Sewer charges
 - b. Natural Gas charges for Heating and Air conditioning.
 - c. Electricity for lights and other electrical equipment necessary for operation of the Premises
2. DRINKING WATER. Safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
3. HVAC. Heating, air conditioning, plumbing and ventilating equipment shall be provided, maintained and serviced in accordance with the manufacturers and/or installers recommendations and must be compliant with State of Wisconsin administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and Local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-204 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 36 minimum guidelines.
4. TEMPERATURE. With respect to the environmental control system, every effort shall be made to provide an even temperature and acceptable working environment throughout the Premises, with temperatures for an estimated use of 60 hours per week (consistent with Sec. 8(h)), as follows:
 - a. Summer: 76 Degrees maximum
 - b. Winter: 68 Degrees minimum
 - c. The temperature range during unoccupied times (generally 7 p.m. to 6 a.m.) may be varied by up to +/-10% of the above temperatures.
5. LIGHTING.
 - a. All areas to have ambient light level of 50 foot-candles throughout the demised areas with 70 foot-candles at desktop. Provide a minimum of 30-foot candles in corridors. Provide a minimum of 1 foot-candle security lighting for on-premise parking areas.
 - b. At Lessor's cost, furnish, install and replace during the term of the Lease light bulbs, fluorescent tubes, starter, ballasts or transformers.
6. COMMUNICATIONS. Telephone infrastructure and wiring, single line telephones and connectivity to support the copiers.
7. SECURITY. Security shall be provided to the same extent that Lessor provides to the Lessor's and non-leased space.
8. SAFETY. Lessor shall install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
9. ACCESS. Lessor shall provide keys for entrance doors.

10. PARKING. Lessee's staff will be provided with access to the general back parking lot at no charge. In addition, seven (7) parking spaces in the back lot will be designated for use solely by Lessee, as it may see fit.
11. CODE COMPLIANCE. All demised and common areas of the facility and exterior areas, including parking, utilized under this Lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360-365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations.
12. SUPPLIES. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
13. JANITORIAL SERVICES. Daily cleaning of bathrooms and waiting areas, and general housekeeping of the carpeted areas and workstations to the same extent that Lessor provides to the Lessor's and non-lease space. Lessor will provide the janitorial standard to Lessee within 30 days following full execution of this Lease.
14. MAINTENANCE. Maintenance operations or service to the same extent that Lessor provides to the Lessor's and non-leased space related to normal use of the premises, such as:
 - a. Repairs to the escalator/elevator and Milwaukee County-issued furniture and workstations:
 - b. Repairs to plumbing, electrical, HVAC and other similar systems:
 - c. Snow removal from parking lots, sidewalks and building grounds: and
 - d. Staff moves.
15. SIGNAGE. Lessor shall leave current signage "as is".
16. UNFITNESS. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or in Premises are unfit for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payment, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

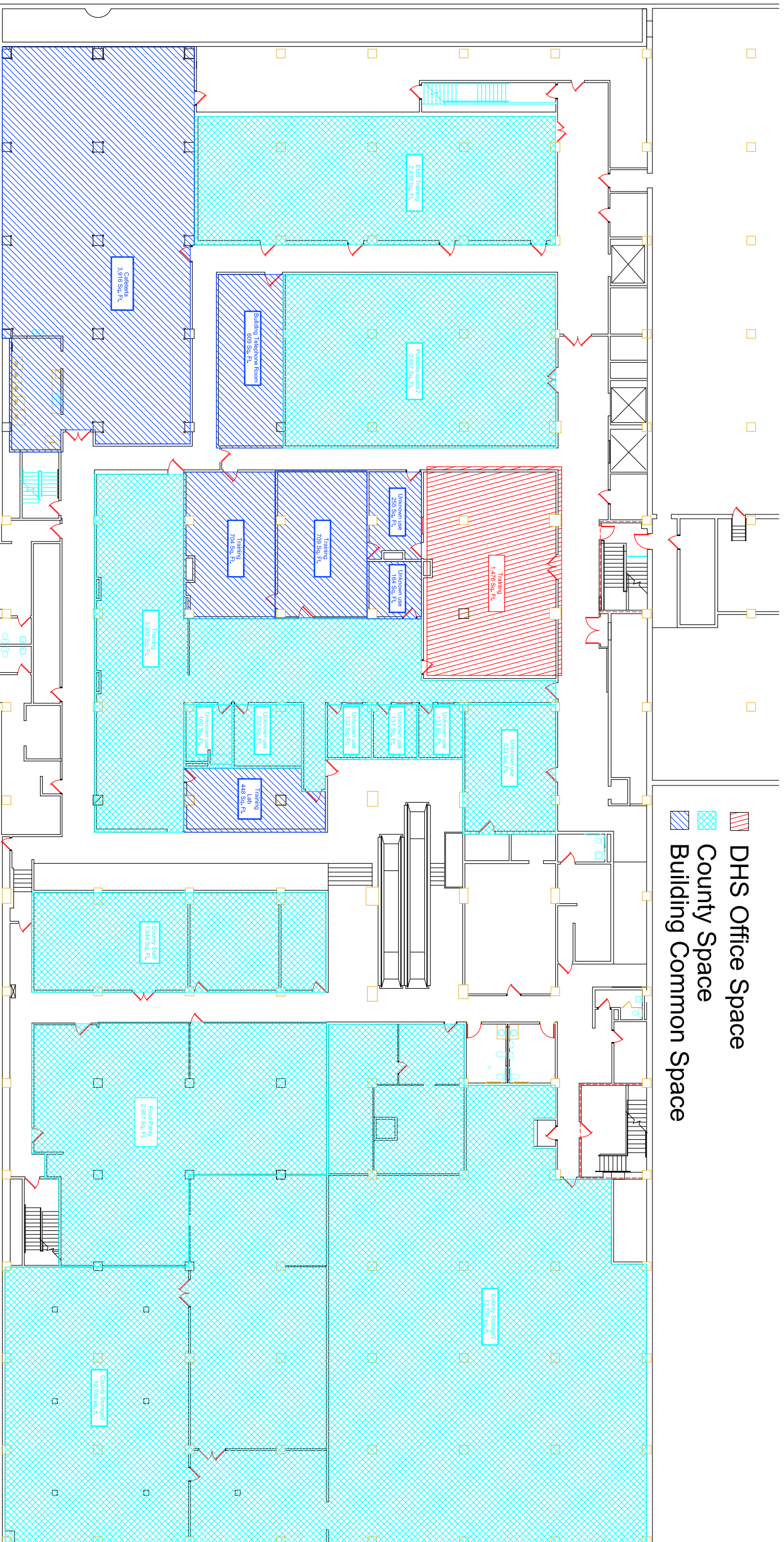
EXHIBIT B

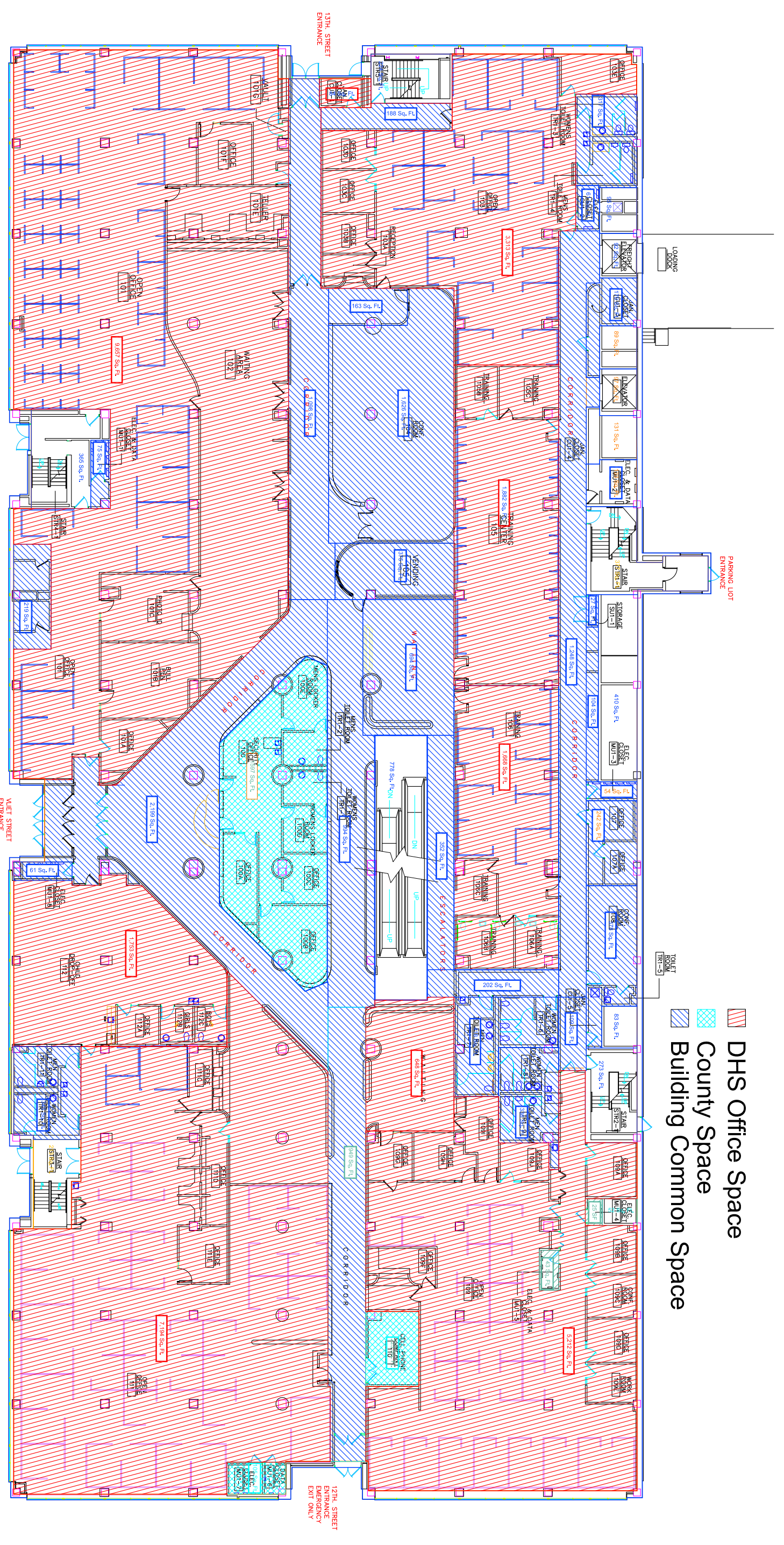
State of Wisconsin Designated Holidays

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr. birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day
December 31	New Year's Eve

Exhibit B

- DHS Office Space
- County Space
- Building Common Space





- DHS Office Space
- County Space
- Building Common Space

-  DHS Office Space
-  County Space
-  Building Common Space

