City of Menasha • Office of the Mayor
Donald Merkes, Mayor
dmerkes@ci.menasha.wi.us

Menasha

MEMORANDUM

To: City of Menasha Common Council
From: Donald Merkes, Mayor
Date: 13 October 2016
RE: MJSD Lease for Joint City – School District Facilities at 100 Main Street

At the previous Board of Public Works meeting the Common Council recommended that the City continue exploration of a joint facility with the MJSD and finalize a lease. The school board approved the attached lease at their last meeting.

I've attached financial information from the last Common Council meeting as well as a list of FAQ's that were either requested by the Common Council or members of the public.

Staff recommends approval of the lease agreement for financial, customer service, and staffing efficiency.

140 Main Street • Menasha, Wisconsin 54952-3151 • Phone (920) 967-3600 • Fax (920) 967-5273
www.cityofmenasha-wi.gov

Health Department

20-01 Janitorial	$ 6,200.00
22-03 Electricity/phone	$ 2,400.00
22-04 Heat	$ 450.00
22-05 H2O/Sewer	$ 600.00
24-03 Buildings	$ 425.00
29-06 Rent	
Tax, Insurance, Maintenance	$ 26,800.00
	$ 36,875.00

City Costs For Space at 100 Main

Buildout including casework	$350,000.00
Furnishings	$50,000.00
Voting System	$7,000.00
	$407,000.00
Leased Space	$70,088.00

City Hall

10-01 Wages & Benefits	$10,000.00
20-01 Janitorial	$14,100.00
20-04 Mechanical	$3,330.00
22-03 Electricity	$17,000.00
22-04 Heat	$7,000.00
22-05 Water/Sewer	$6,000.00
22-06 Storm Water	$50.00
24-03 Buildings	$11,700.00
30-13 Housekeeping	$2,500.00
51-03 Property	$1,530.00
	$73,210.00

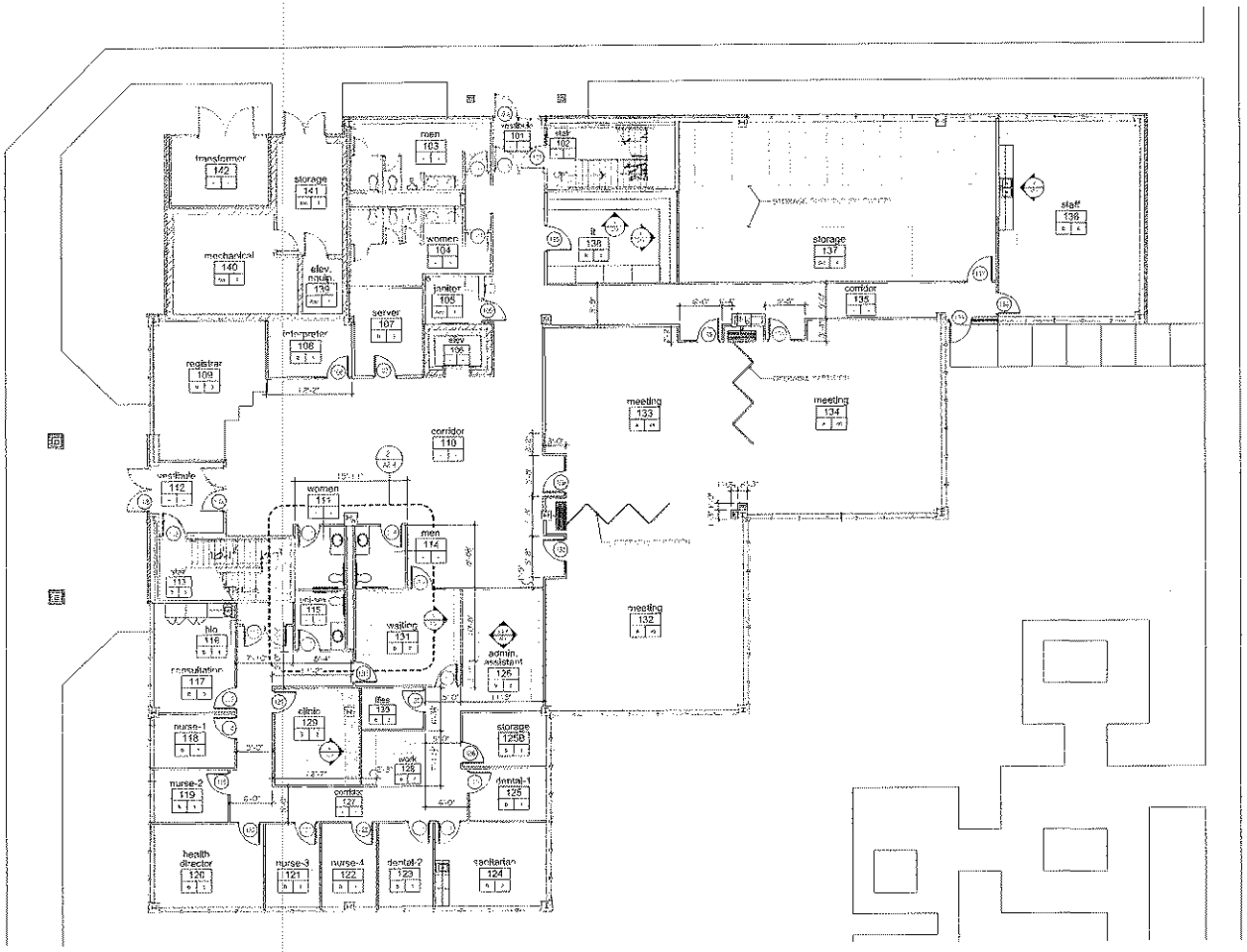
Existing Health Dept	2,770
Existing City Hall	13,500
Total Existing Office Space	**16,270**
Existing Storage Space	**4,500**
Proposed City Space	13,234
Proposed Shared Space	6,560
Total Propsed Office Space	**19,794**
Proposed Storage Space	**1,008**

Capital Improvements Needed

140 Main St

Elevator	$150,000.00
Boiler	$52,000.00
Generator	$25,000.00
Common Council Upgrde	$27,000.00
Breakroom Upgrade	$7,000.00
Tuckpointing	$6,000.00
Rekeying	$8,000.00
Voting System	$7,000.00
	$282,000.00

Total Current Costs	$110,085.00
Total Proposed Costs	$70,088.00
Total Savings	**$39,997.00**
Capital Costs Existing	$282,000.00
Capital Costs New	$407,000.00
Difference	**$125,000.00**
Return on Investment (yrs)	**3.13**



1 first floor plan
1/8" = 1'-0"

VISUAL DISPLAY UNIT LEGEND

Menasha

blue design group, llc.
203 West Main, PO Box 337 Hortonville, WI 54944
Phone: (920) 841-8LUE Fax: (920)779-5321

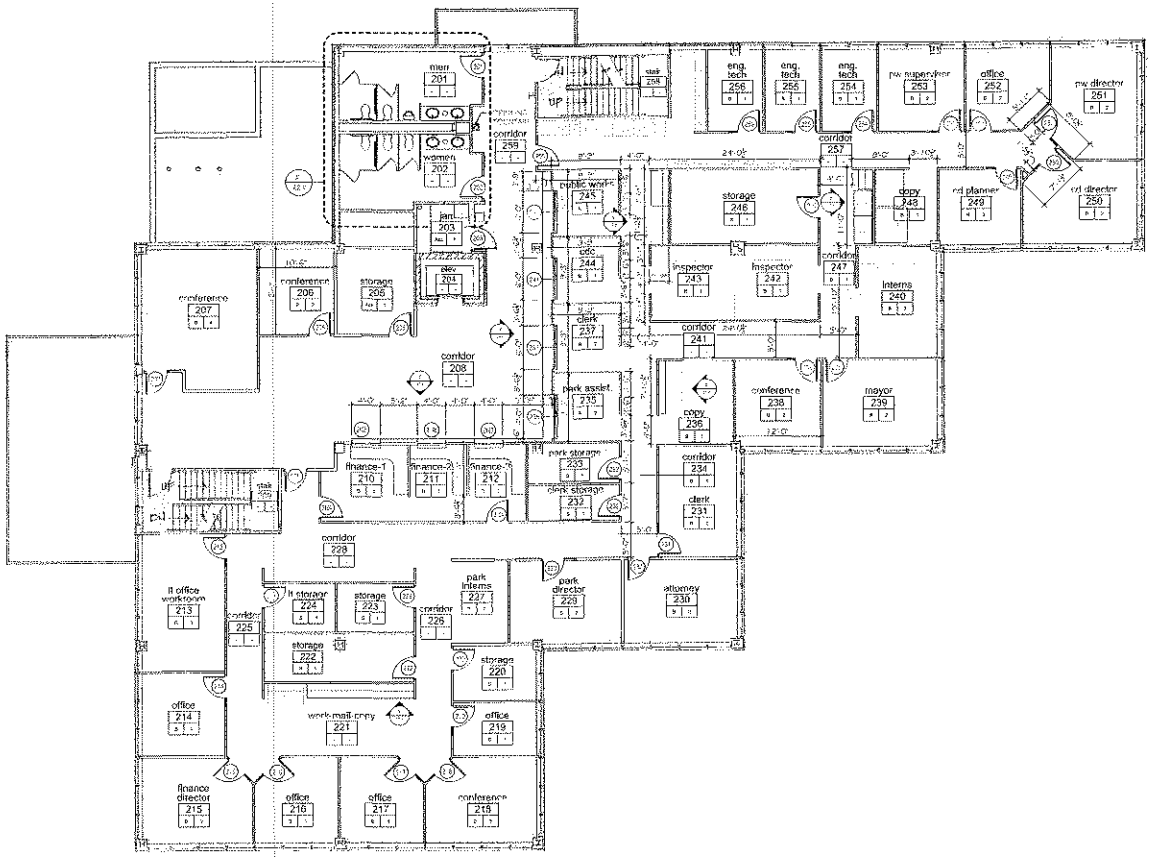
MENASHA

Building Alteration for:
Menasha Joint School District Office Building
100 Main Street
Menasha, Wisconsin 54952

PROJECT # 16-009
DATE 9-26-16

REVISION	DATE

DRAWING # A2.1



1 second floor plan
1/8" = 1'-0"

NORTH

VISUAL DISPLAY UNIT LEGEND

Menasha

bruce design group, llc.
202 West Main, PO Box 357
Hortonville, WI 54944
Phone: (920) 841-BELLE
Fax: (920)779-6321

MENASHA
UTILITIES

Building Alteration for:
Menasha School District Office Building
100 Main Street
Menasha, Wisconsin 54952

PROJECT #
16-009B

DATE
9-26-16

REVISION	DATE

DRAWING #
A2.2

FAQ's regarding the relocation of City Hall to a joint facility with the Menasha Joint School District at 100 Main Street

What is the benefit of moving MJSD and City Hall to 100 Main St.

There are financial, operational, customer service, educational, tourism, redevelopment and space benefits to relocation and consolidation of the City and MJSD offices. While the most apparent benefit of relocation is the nearly $40,000 savings in operational costs there would likely be additional financial savings for both the City and MJSD over time. For example our partnership with the Health Department and MJSD has made us one of the lowest cost per capita departments in the state, there may be other opportunities like this in the future. Better office design will improve customer service within the City offices, and a consolidated building location will offer one stop access to families in Menasha for both school and city needs. The relocation of MJSD offices will allow 4K to be held in neighborhoods schools, relocation of City Hall will allow the possibility of redevelopment of the former site in a rapidly changing and improving downtown. Furthermore, training seminars will bring hundreds of people into downtown on a monthly basis contributing economic benefits to the businesses currently located here.

What was the timeline for MJSD purchasing the property at 100 Main St? When did the City become involved?

MJSD began exploring Administrative Offices relocation during strategic planning nearly a decade ago. Including offices was discussed as part of the MHS planning as well. Recently MJSD toured buildings available in the Menasha School District and explored several options before landing on Harbor Place including: AZCO, Affinity, the movie theater and a few others. Harbor Place was purchased in July 2016 by MJSD. The School District administrative offices will be moving to 100 Main Street this spring. The City was invited to explore consolidation opportunities of the administrative offices of both entities in the building in July 2016. In July of 2016 the Common Council approved hiring Blue Design group to create preliminary designs for interior layouts. In September of 2016 MJSD provided a draft lease to the City for consideration.

Why did MJSD move its offices from Banta School?

MJSD has been systematically moving the Bilingual program to the Banta Building so they are all together in one space and so all children can attend their neighborhood school. Recently MJSD had Gegan students attending BDM because of space considerations. This will mean the Administrative Offices currently taking up the majority of the second floor at Banta needed to move elsewhere.

How does the relocation of MJSD offices impact neighborhood school status?

Neighborhood schools are important to residents and are often the focus and the "glue" that holds a neighborhood together. Menasha has made a commitment to neighborhood schools, moving administrative offices out of Banta School, and locating 4K in neighborhood school will strengthen those schools and their connection with the neighborhood residents.

What are the terms of the lease?

30 Years
20,802 sq feet of space on two floors (6,560 shared with MJSD)
Lease rate fixed for 6 years at $4 sq ft, ($2 sq ft shared space)
Annual lease amount $70,088
Lease Start Date April 1,2017 (negotiable)
Lease includes: utilities, cleaning, maintenance and capital improvements

What are the expected savings over the life of the lease?

Current costs for lease and operation of City Hall (140 Main Street) and Health Department (316 Racine Street) are $36,875 and $73,210 respectively. Costs for lease and operation of the proposed City-MJSD Building (100 Main Street) are expected to be $70,088. A savings of $39,997 annually.

Capital maintenance projects including elevator and boiler replacement for the current City Hall (140 Main Street) are expected to be $282,000. Buildout costs for the new building are expected to be $407,000. A difference of $125,000.

Costs over 30 year life of lease

	140 Main St. / 316 Racine St.	100 Main St.
Operations	$3,302,550	$2,102,640
Capital / Buildout	$282,000	$407,000
Total	$3,584,550	$2,509,640
Difference	**-$1,074,910**	

In addition, within the 30 year time period there would be need for additional capital improvements and/or maintenance, and the possibility of additional space needs. The costs for these items has not been quantified in addition to the above costs for the current City Hall at 140 Main St.

What is the income from cell tower on current building?

City hall currently houses cellular transmission equipment on the 4th floor penthouse, collecting $15,600 in lease revenue annually through 2022. The MJSD has given approval to move the equipment to 100 Main, if the lessee would agree to it being moved.

How will the upfront capital costs for buildout be covered if City Hall moved to 100 Main?

Costs for the construction of the offices for the use of the City would be the responsibility of the City. It would be expected that the City would borrow to cover these costs. The annual payment on a $407,000, 15 year loan (interest rate of 3.5%) would be approximately $35,500. The savings realized at $39,997would exceed these costs.

Except for the initial costs there would be no additional capital costs for the life of the lease for items like elevators, roof, or heating/air conditioning. All future capital costs would be covered in lease payments made to MJSD.

What is the financial impact to MJSD and City of Menasha of the purchase of 100 Main by MJSD?

The purchase and renovation of 100 Main Street by MJSD is being done in a way that it does not increase the district's mill rate, doesn't add to overall debt, and has no effect on MJSD's budget. Current debt was restructured to free up funding for the project.

The City of Menasha would see a reduction of $15,285 in City taxes and a reduction of $3,210 in TIF increment to TIF 10. These reductions could be offset by redevelopment or sale of the current City Hall site.

What are the annual holding costs for the current City Hall?

Wages	$3,738.44
Janitorial	$100.00
Mechanical	$2,575.00
Utilities	$4,631.00
Insurance	$1,530.00
Total	$12,574.44

What is the Marketing plan for the current City Hall?

Community Development would market the site with a real estate agent and circulate an RFP with developers for up to two years following relocation to 100 Main Street. If no viable buyer is found at that point the plan would be to demolish the building.

What would the demolition costs for the current City Hall be?

Demolition of City Hall would likely be in partnership with redevelopment of the site. Demolition costs would likely be included as part of a development agreement and be part of the project costs associated with it. Estimates are $20,000-$30,000 for asbestos abatement, $100,000 for demolition.

What is the potential for sale/redevelopment of the current City Hall building?

The sale of the current City Hall property and structure will be challenging in that the triple frontage site is less than 1/3 of an acre and the structure is dated/in need of deferred maintenance and not easily renovated for alternative reuse such as housing, retail or mixed-uses nor is it configured to be highly desirable for new office users. On-site parking of only 14 stalls further constrains the desirability of the site for reuse. Additionally, the current availability of vacant office space in the downtown, including portions of Riverview Plaza and 130 Main Street office building, both of which are newer buildings with greater parking availability, put the marketing of City Hall property at a disadvantage. The one advantage that the City Hall property has over its neighbors is our ability to dispose of it at a much lower cost than other properties and the potential to provide development incentives through Tax increment Financing. Expectations are that the property will remain on the market for a considerable period of time, if it could be sold.

A more favorable situation would be the demolition of the structure and clearance of the property for sale and possible redevelopment as an unimproved lot. However, the small size and location of the parcel remains a challenge. The possibility of using the property for public parking or combining the City Hall property with the privately owned 3/4 acre property adjacent to the west (Harborview Office Center) would create a more promising redevelopment opportunity. The second scenario would likely necessitate the purchase and potential demolition of the Harborview Office Center to create a larger one acre property more suitable for sale and redevelopment.

If sold as existing for office use, Associated Appraisal Consultants, Inc. loosely estimates an assessed value range to be between $275, 000 – $495,000 but this number is extremely abstract and would need to be verified through the use of a full appraisal and/or market study. Staff believes it is meaningless to attempt to provide an estimated future value for the redevelopment of the site because potential values vary drastically depending on the type of use, ability to utilize the existing property, building size/scale, and the quality of the redevelopment project.

What is the impact on the Mural?

No determination has been made on the status of the mural on the east side of the current City Hall. The mural could be moved, retained at the current site by the City with the existing building remaining.

Are there economies of scale that might be achieved saving money for both the school district and city?

The potential for shared space and shared services exists, has been discussed, and will be pursued between the City and the District. Some examples: Technology services, custodial services, communication specialist, educational programming, purchasing, and buildings. The City and MJSD will plan to share a server room.

As staff becomes more familiar with the operations of the other entity, or positions are evaluated at retirement, there may be potential for shared staffing between the City and MJSD

How will consolidating City and MJSD offices at 100 Main Street offer better service to residents?

Just as bringing health services for the City and MJSD under one roof has reduced confusion and offered better service, we anticipate consolidation of the administrative offices of the City and MJSD to have a similar effect.

Residents will be able to gain information about both school for their children and city services in the same building. Furthermore, the building design will allow for easier access to multiple departments for the public with a central lobby on a single floor.

With a more centralized design of City Hall there are more opportunities for cross training which will increase efficiency of our employees, allow for vacation coverage, and increase knowledge to help with resident questions. Consistent messaging about our community will be improved with the intermixing of staff and coordination of programing and services.

What is the economic impact of bringing MJSD seminars and training to downtown?

MJSD estimates that the large meeting room would be used once a month by 100+ people and 6-8 times by 30-50 people bringing 400+ people to the downtown monthly. According to the Fox Cities CVB, the state department of tourism uses determines economic impact of $58 per person, per day for a day-trip visitor or $180 for an overnight visitor.

What is the economic impact of the MJSD and City employees to the community?

It is estimated that there will be 85 total employees working at 100 Main Street from both the City and MJSD. The Fox Cities Economic Development Partnership recognizes the economic impact of those employees as $3,395,07 as well as bringing 5 indirect jobs with an economic impact of $628,793, and 9 induced jobs with an economic impact of $947,117. The total economic impact of the jobs at the proposed MJSD – City of Menasha Administrative building would be nearly $5,000,000 annually.

How much Parking is in the area?

The Harbor Place lot contains 54 spaces, North Chute Street Lot contains 71 spaces, the Chute Street Lot contains 95 spaces, and the Center St. lot contains 28 spaces, and the Marina Place Ramp contains 37 Spaces. Of these 285 spaces 120 are reserved for the McClone Building tenants. The remaining 165 spaces would be shared by MJSD, City of Menasha, Menasha Senior Center, and other downtown businesses.

What is the impact on needed updates to the Police Department Building and Public Works Facility?

The City has recognized space and operational needs at both the police department and the public works facility for some time. Both projects will require significant capital investment and borrowing. The implementation of the consolidation of City Hall and MJSD administration facilities being cost neutral will not have an impact on those projects.

The City anticipates a substantial decrease in debt service expenditures in approximately five years which would allow implementation of the projects. Smaller scale projects including police storage and public works maintenance area may occur earlier.

How will the Common Council Chambers be designed?

Plans for shared meeting space with MJSD include three interconnected meeting rooms approximately 28' x 28'. These rooms will be available for City meetings, MJSD meetings, training, and potentially use by other local businesses. Each of the rooms will be equipped with technology, WiFi, and projection. These rooms were designed with flexibility in mind and opportunity for extensive use.

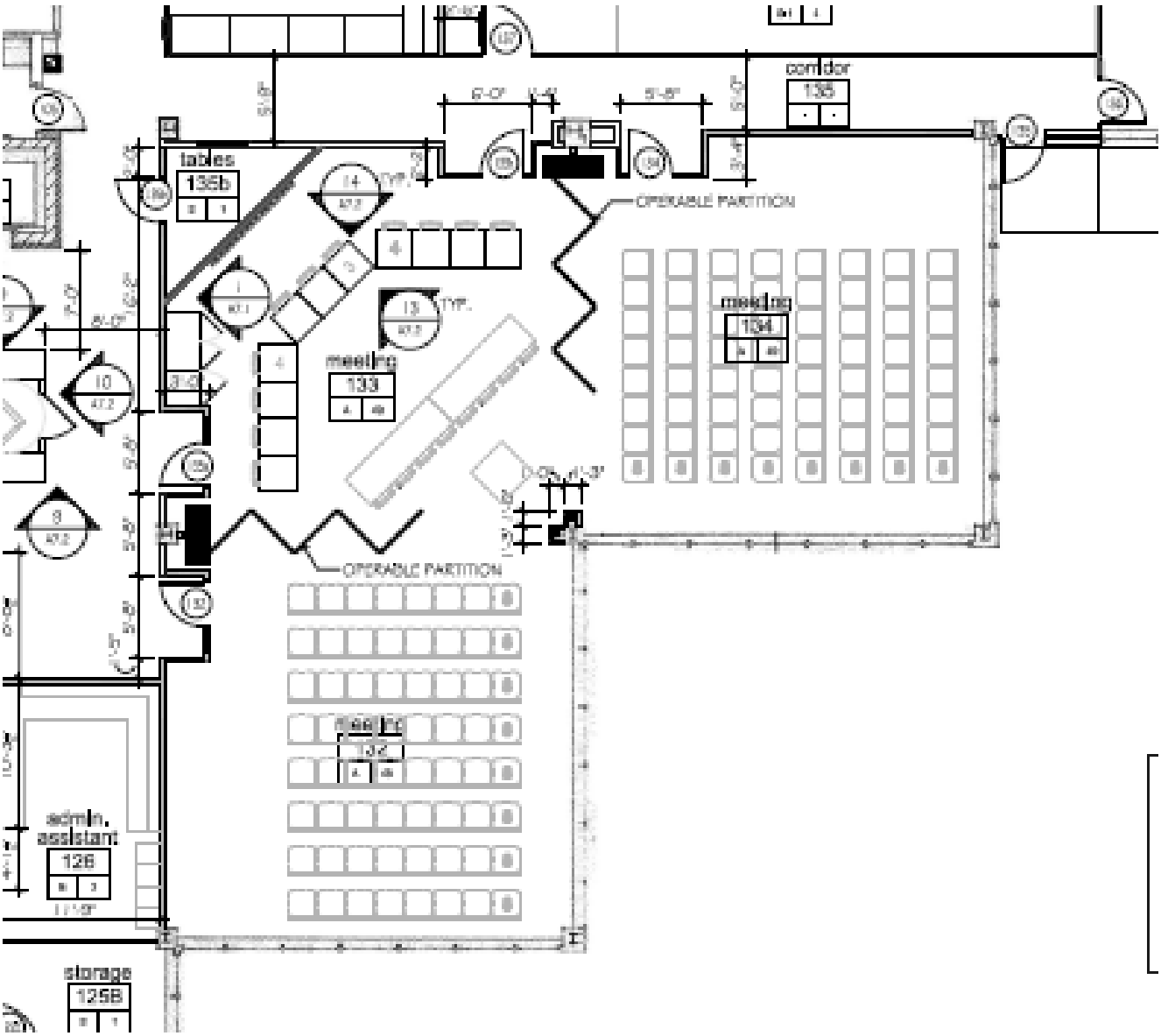
Furnishings for these rooms would include setups that could include conference tables, banquet tables, rows of chairs for speakers, or desks. These rooms can be used individually, or in combinations of one, two, or three rooms seating up to 165 people.

City Council meetings would use a modular casework layout for 4 board members on either side of a 3 member modular casework set up. The idea is to provide 2'-6" (30") cubes that can be stacked when not in use and provide these cubes of such a size that the units can easily fit through doors and be arranged in a variety of ways. These 2'-6" wide cubes are open on the back side to provide ample room for a chair and leg room for each board member. The center cube would be provided with vinyl graphics that would provide for the City's logo. If this is done with vinyl graphics, you would avoid damage to other types of lettering or signage that would be thicker and susceptible to breaking when the cubes are moved or stacked. Two 4 person tables and a speaking podium in front of the board member casework are dashed in for reference only.

Potential layouts are attached.

Will there be opportunities for conference space for Aldermen to use when meeting with residents?

There are two conference rooms in the second floor lobby specifically designed to meet with citizens, they would be available to elected officials and staff.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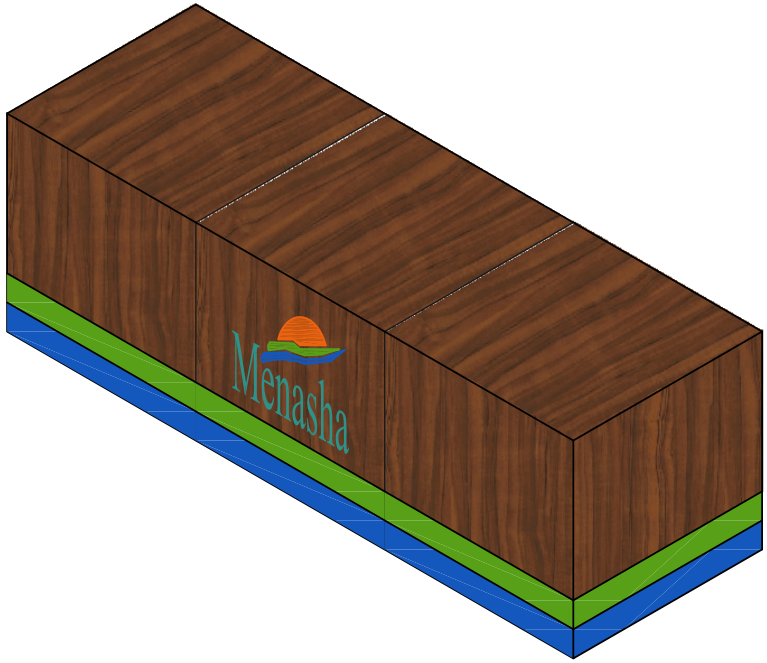
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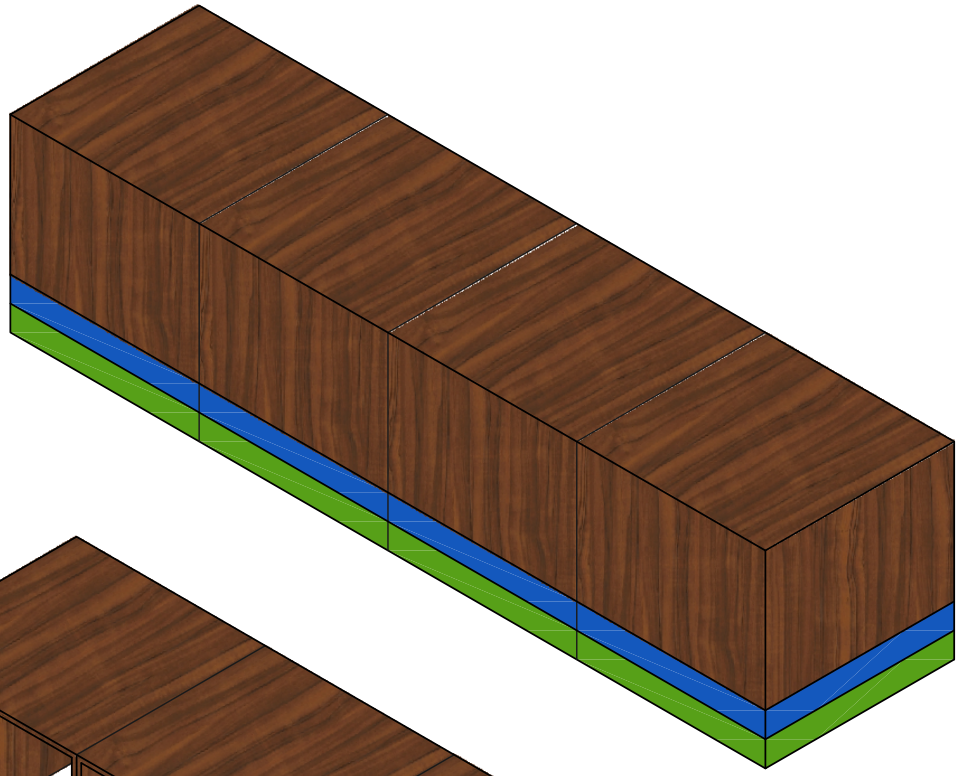

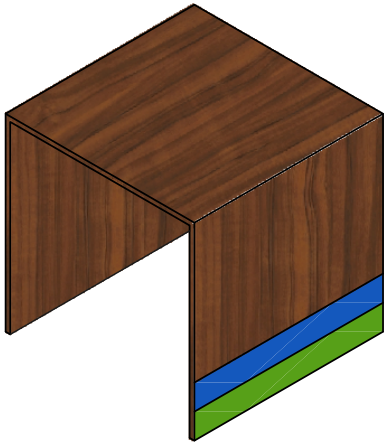

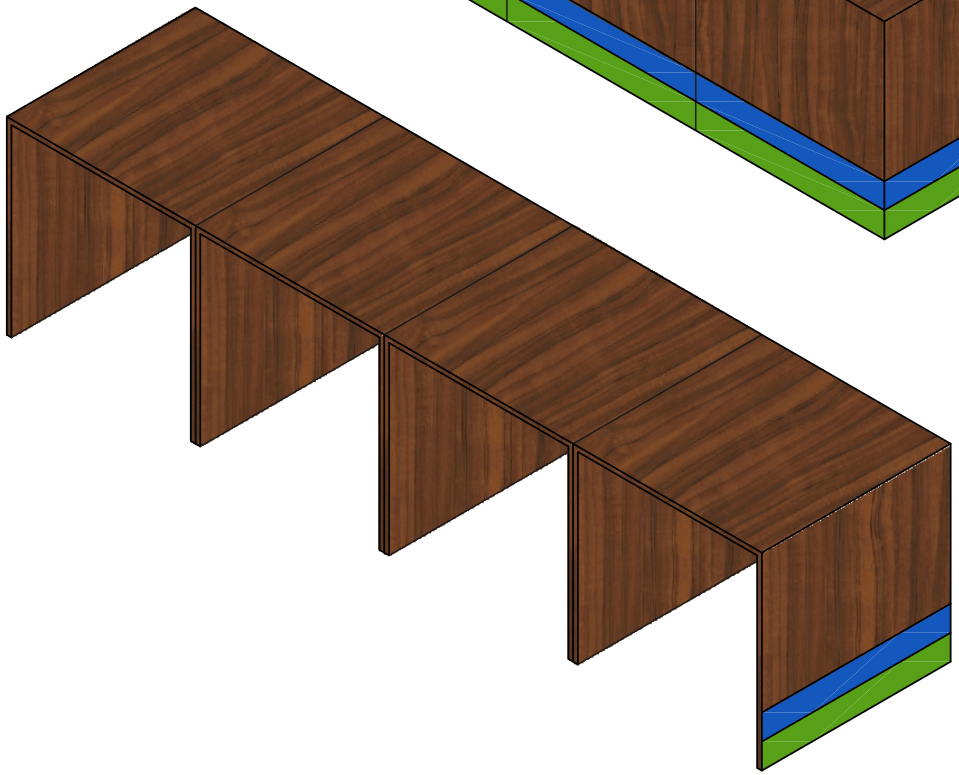

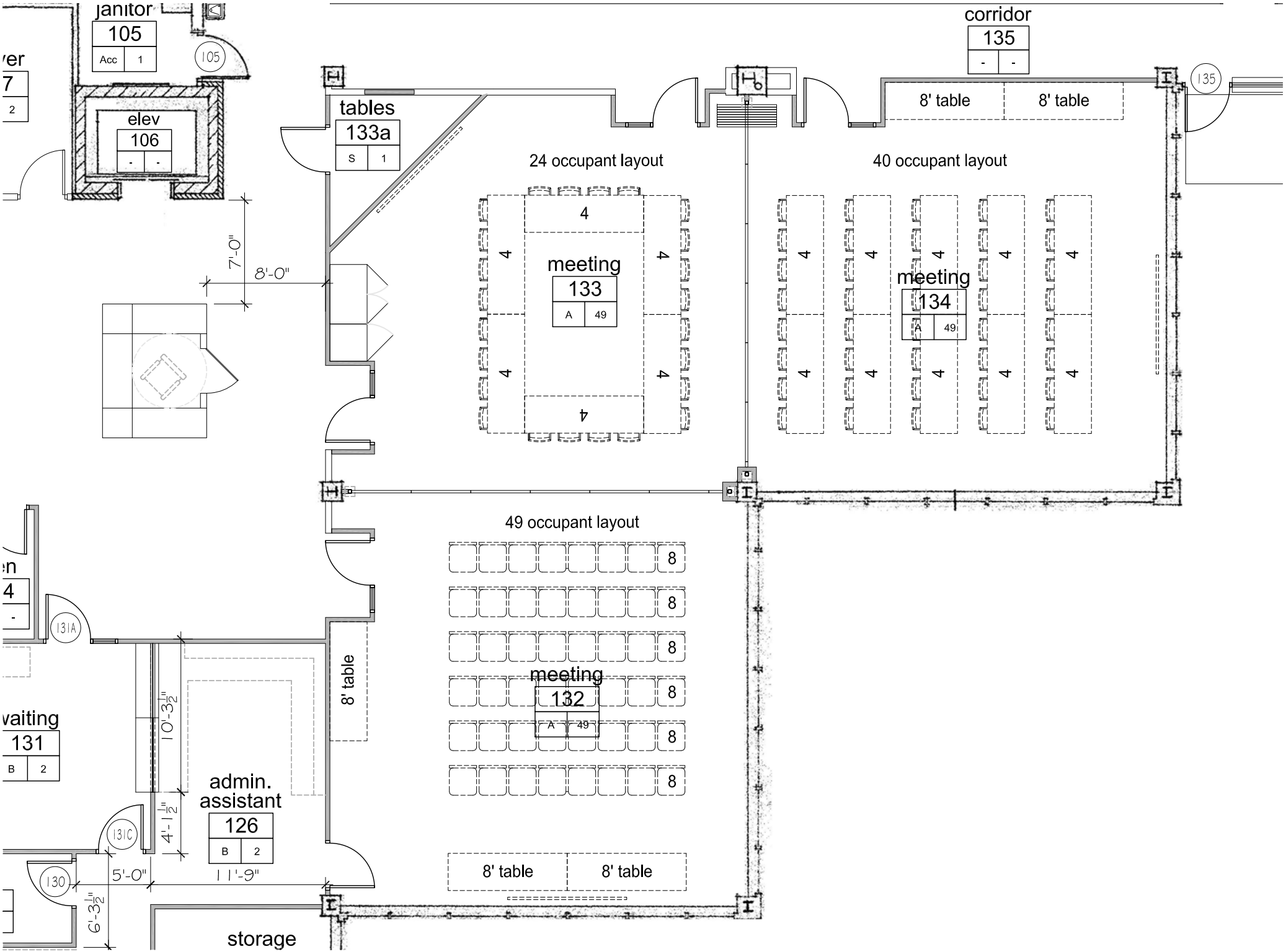
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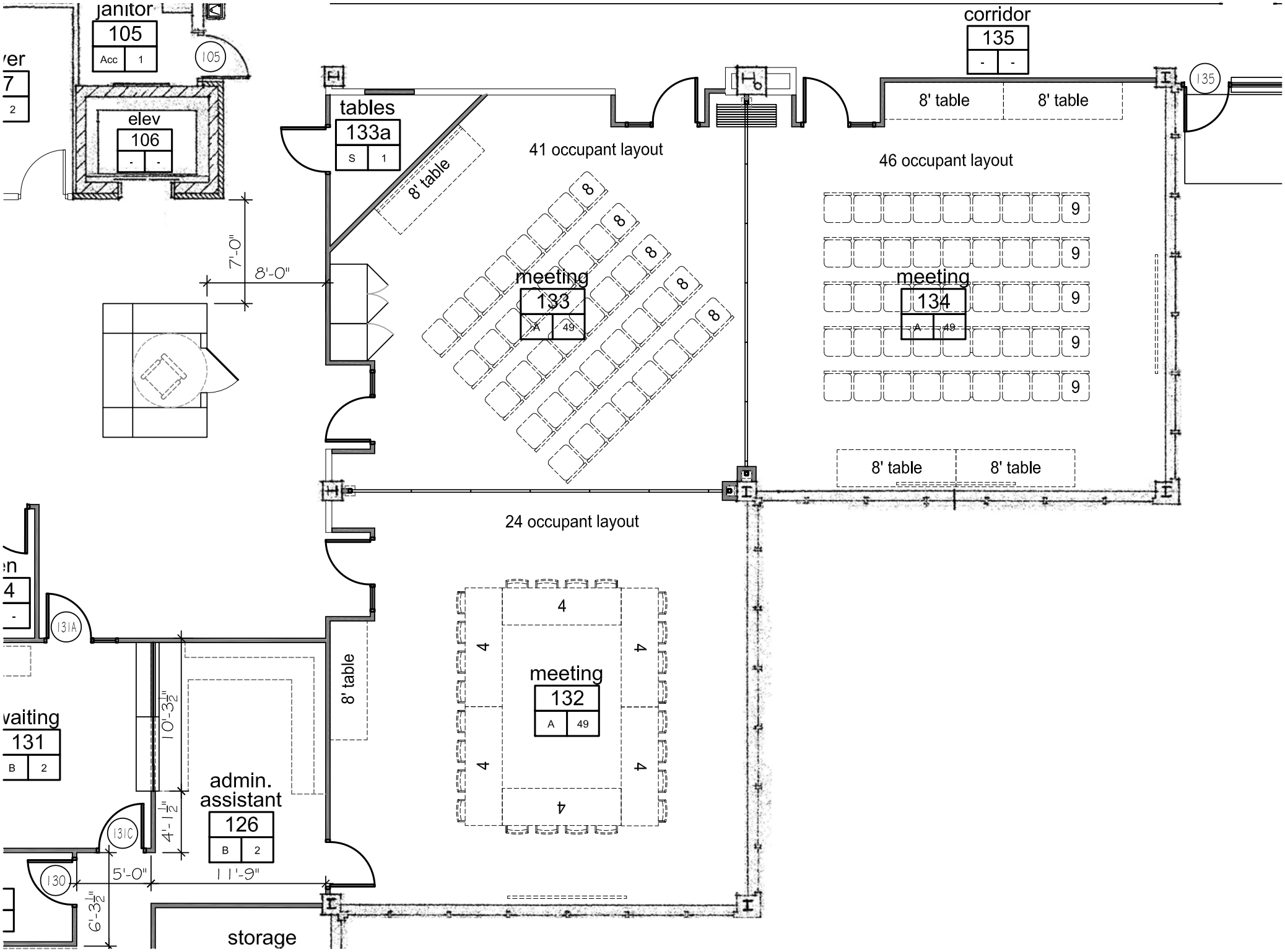
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4'-1½"
5'-0"
11'-9"
6'-3½"

LEASE AGREEMENT

100 MAIN STREET, MENASHA, WISCONSIN 54952

MENASHA JOINT SCHOOL DISTRICT

as LANDLORD

and

CITY OF MENASHA

as TENANT

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EXHIBIT A - LEGAL DESCRIPTION
EXHIBIT B - FLOOR PLAN
EXHIBIT C - RULES AND REGULATIONS AND PARKING RULES AND REGULATIONS
EXHIBIT D - FORM OF ESTOPPEL CERTIFICATE
EXHIBIT E - PARKING LOT
EXHIBIT F - FORM OF RIGHT OF FIRST REFUSAL
EXHIBIT G - MENASHA JOINT SCHOOL DISTRICT BOARD POLICY – 7460 CONSERVATION OF NATURAL AND MATERIAL RESOURCES, ADMINISTRATIVE GUIDELINES AND PROCEDURES
EXHIBIT H - MENASHA JOINT SCHOOL DISTRICT – HABOUR PLACE SCOPE OF CLEANING AND LANDSCAPING

100 MAIN STREET

SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information (the "Summary") is hereby incorporated by reference into and made a part of the attached Lease Agreement. Each reference in the Lease Agreement to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease Agreement, the terms of the Lease Agreement shall prevail. Any initially capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease Agreement.

TERMS OF LEASE (References are to the Lease Agreement)	DESCRIPTION
Dated as of:	October ____, 2016
Landlord:	MENASHA JOINT SCHOOL DISTRICT
Address of Landlord:	Attention: Brian A. Adesso, CSRM Director of Business Services 328 Sixth Street P.O. Box 360 Menasha, WI 54952
Tenant:	CITY OF MENASHA
Address of Tenant:	140 Main Street Menasha, WI 54952-3151
Leased Premises (Article 1):	
Leased Premises:	Approximately 14,242 square feet of Rentable Area located on the first (1st) and second (2nd) floor of the Building (as defined below), as depicted on Exhibit B attached hereto. Tenant shall be granted access to the server room to store and maintain servers, but the server room shall not be Leased Premises.
Shared Area	Approximately 6,560 square feet shall be shared office space.
Building:	The Leased Premises are located in the "Building", a three (3) story Class A office building, whose address is 100 Main Street, Menasha, Wisconsin 54952.
Term (Article 2):	
Lease Term:	Thirty (30) years.
Commencement Date:	April 1, 2017, or the date Tenant takes possession after completion of Tenant Improvements, whichever is earlier.
Expiration Date:	March 31, 2046.

Base Rent (Article 3):		
Period of Lease Term	Annual Base Rent	Monthly Installment of Base Rent
30 years	$70,088.00	$5,840.66

Parking Lot (Section 20.15):	Landlord and Tenant shall each have the right to park in the parking lots servicing the building, including the Building West lot and the Building North lot as defined in the lease.

LEASE AGREEMENT

THIS LEASE, made and entered this ____ day of October, 2016, by and between the MENASHA JOINT SCHOOL DISTRICT (hereinafter referred to as "Landlord"), and the CITY OF MENASHA (hereinafter referred to as "Tenant").

W I T N E S S E T H:

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the leased premises herein described for the Lease Term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

1. LEASED PREMISES.

1.1 Grant of Leased Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in Section 6.1 of the Summary (hereinafter referred to as the "Leased Premises"), which Leased Premises are located in the multi-story commercial office building described in Section 6.2 of the Summary (hereinafter referred to as the "Building"). The Building, any outside plaza areas, surface parking areas (the "Parking Facilities"), land and other improvements surrounding the Building, the Common Areas, as defined below, and the land upon which any of the foregoing are situated are sometimes collectively referred to herein as the "Real Property." The legal description of land comprising the Real Property is attached hereto as Exhibit A. A floor plan showing the size and location of the Leased Premises within the Building is attached hereto as Exhibit B. Tenant's use and occupancy of the Leased Premises shall include the use, in common with others, of the Common Areas as hereinafter described, but excepting therefrom and reserving unto Landlord the exterior faces of all exterior walls, the roof and the right to install, use and maintain where necessary in the Leased Premises all pipes, ductwork, conduits and utility lines through hung ceiling space, partitions, beneath the floor or through other parts of the Leased Premises; provided such installation, use and maintenance do not unreasonably interfere with the use and occupancy of the Leased Premises by Tenant or diminish Tenant's access to the Leased Premises, and is conducted in conformance with the provisions of this Lease. Landlord reserves the right to effect such other tenancies in the Building as Landlord may elect in its sole business judgment. Upon request, the Landlord may, but shall not be required to, permit Tenant access to place equipment upon the roof.

1.2 Rentable Area. The square feet of Rentable Area for the Leased Premises are approximately as set forth in Section 6.1 of the Summary. For purposes hereof, the "Rentable Area" of the Leased Premises and the Building (including the office space, storage space and other portions thereof) shall be calculated by Landlord pursuant to the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996 ("BOMA"), as modified for the Building pursuant to Landlord's standard rentable area measurements for the Building, to include, among other calculations, a portion of the common areas and service areas of the Building.

1.3 Construction by Tenant. Landlord shall be construction manager. Tenant shall be responsible for paying the cost of the work, materials and labor and all other costs of construction to prepare the Leased Premises for Tenant's use and occupancy, including, without limitation; the build-out of interior walls and windows, flooring, doors, electrical (other than lighting) and all computer & IT network wiring, cabling and conduit (collectively "Tenant Improvements"). The parties agree the Tenant's cost for Tenant Improvements shall be an amount not to exceed $350,000, which shall be paid to Landlord as additional rent no later than the date Tenant takes possession of the Leased Premises. Should Tenant's costs for Tenant Improvements exceed $350,000, Tenant shall provide notice of the overage to Landlord and Tenant shall thereafter be responsible for the payment of all cost overages. Landlord shall have no obligation to construct or pay for any initial improvements for the Leased Premises and shall not be liable in any manner for any failure by Tenant to complete construction in a timely manner. Landlord and Tenant agree to enter into a separate Construction Management Agreement with regard to Tenant's construction activities.

1.3.1 Right of Inspection. Landlord shall have the right to inspect the Tenant Improvements at all times, provided however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant

Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in, and/or disapproval by Landlord of, the Tenant Improvements shall be rectified by Tenant at no expense to Landlord, provided however, if Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Tenant Improvements and such defect, deviation or matter might adversely affect the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building or any other tenant's use of such other tenant's leased premises, Landlord may take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

1.3.2 Governmental Compliance. Tenant Improvements shall comply in all respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

1.3.3 Requirement that Tenant Improvements Comply with Minimum Specifications. Landlord has established specifications (the "Specifications") for the Building standard components to be used in the construction of the Tenant Improvements in the Leased Premises, which Tenant has reviewed and accepted. Landlord may make changes to the Specifications from time to time in its sole discretion.

2. TERM.

2.1 Basic Term. The term of this Lease ("Lease Term") shall be as set forth in Section 7.1 of the Summary and shall commence on the date ("Commencement Date") set forth in Section 7.2 of the Summary, and shall terminate on the date (the "Expiration Date") set forth in Section 7.3 of the Summary, unless this Lease is sooner terminated as hereinafter provided.

2.2 Beneficial Occupancy Period. Landlord shall deliver possession of the Leased Premises to Tenant, in broom clean condition, with all computer network wiring, cabling or conduit being removed, but otherwise in its "AS IS" condition on or before the date (the "Delivery Date") that is one (1) business day after the date of execution and delivery of this Lease by Landlord and Tenant. During the period from the Delivery Date until the day before the Commencement Date (the "Beneficial Occupancy Period"), Tenant shall have the right to enter the Leased Premises to complete any construction not contemplated by the Tenant Improvements and to install Tenant's furniture, trade fixtures and equipment (including telephone and telecommunications systems and cabling) in the Leased Premises, and provided Tenant has obtained a temporary certificate of occupancy or its equivalent permitting occupancy of the Leased Premises, to commence business operations in the Leased Premises. All of the terms and conditions of this Lease shall apply to the Leased Premises during the Beneficial Occupancy Period as though the Commencement Date had occurred (although the Commencement Date shall not actually occur until January 1, 2017); provided, however, during the Beneficial Occupancy Period, Landlord shall not charge, nor shall Tenant be obligated to pay, any Base Rent with respect to the Leased Premises, except for the pre-payment of the first month’s payment of Base Rent as set forth in Section 3.1 below.

2.3 Termination. Starting on the twelfth anniversary date of this Lease, and on an annual basis thereafter, either party may terminate this Lease by the giving of written notice before the beginning of any Lease Year. The Lease Year shall be defined as the anniversary date of this Lease. The termination shall be effective on the last day of the twelfth month after the beginning of the Lease Year.

3. RENT.

3.1 Base Rent. Tenant agrees to pay Landlord, promptly when due, without notice or demand and without deduction or set-off of any amount for any reason whatsoever, as "Base Rent" for the Leased Premises, the annual amounts set forth in Section 8 of the Summary, which shall be payable in the monthly installment amounts set forth in Section 8 of the Summary. Said monthly installments of Base Rent shall be payable

in advance on the first (1st) day of each calendar month during the Lease Term, except that the Base Rent (in the amount of $5,840.66 for the first (1st) full calendar month of the Lease Term shall be paid at the time of Tenant's takes possession after completion of the build out.

3.2 Adjustment of Rent on Commencement or Expiration. If the Lease Term commences or expires on a day other than the first (1st) day of a calendar month, Tenant shall pay to Landlord on the first (1st) day of the Lease Term, or on the first (1st) day of the month in which the Lease Term expires, a sum determined by multiplying one-thirtieth (1/30th) of the monthly installment of Base Rent by the number of days in the first (1st) or last calendar month of the Lease Term.

3.3 Rent Adjustment. Beginning on the six year anniversary of this Lease, the rent shall increase annually in an amount equal to the then current Base Rent multiplied by the Consumer Price Index, Urban Midwest as published by the Bureau of Labor Statistics. The Bureau's monthly report used to calculate each year's annual increase shall be the unadjusted, original report for the month of February of the year in which the adjustment is being made. In the event that the Bureau of Labor Statistics ceased to publish the Consumer Price Index, Urban Midwest, the parties shall adopt and use a replacement to the index as published by the Bureau of Labor Statistics or other replacement index reasonably agreed to by the parties.

3.4 Place of Payment. Base Rent, Tenant's Share of Operating Expenses and all other sums or charges required by this Lease to be paid by Tenant to Landlord, all of which are herein sometimes collectively referred to as "Rent," shall be paid at the office of Landlord as set forth herein, or at such other place as Landlord may from time to time designate, in lawful money of the United States.

4. USE.

4.1 Permitted Use. Tenant shall use the Leased Premises solely for general municipal office use consistent with the character of the Building as a first-class office building, including such activities as trainings and public voting and meetings, and shall not permit the Leased Premises to be used for any other purpose.

4.2 Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all applicable laws, statutes, ordinances, rules, regulations, orders and requirements, and all recorded covenants, conditions and restrictions in effect during the Lease Term or any part of the Lease Term hereof, regulating Tenant's particular use or occupancy of the Leased Premises or imposing any duty on Landlord or Tenant with regard thereto or with regard to alteration thereof, including the requirements of federal, state, county and municipal authorities now in force or which may hereinafter be in force. Tenant shall not use or permit the use of the Leased Premises in any manner which may tend to create waste or a nuisance; nor which may tend to obstruct or interfere with the rights of other tenants of the Building or injure or annoy them.

4.3 Insurance Cancellation. Tenant shall not do or permit anything to be done on or about the Leased Premises which may in any way increase the existing rate of any insurance policy covering the Building or Real Property or any of its contents or cause cancellation of any such insurance policy.

4.4 Landlord's Rules and Regulations. Tenant shall observe and comply with the Building Rules and Regulations which are in effect on the date hereof, as set forth in the attached Exhibit C, and such reasonable amendments and additions thereto as Landlord may from time to time promulgate and enforce on a non-discriminatory basis. Landlord shall not be responsible to Tenant for the non-performance of said rules and regulations by any other tenants of the Building. Tenant shall not use or allow another person or entity to use any part of the Leased Premises for the storage, use, treatment, manufacture or sale of "Hazardous Material," as that term is defined herein, provided, however, that Tenant may lawfully use any Hazardous Material whose use is usual and customary in a general office setting. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Building is located or the United States Government.

5. UTILITIES AND SERVICES PROVIDED BY LANDLORD.

5.1 Services Provided by Landlord. Landlord shall provide the following services on all days during the Lease Term, unless otherwise stated below.

5.1.1 Heating, Ventilation and Air Conditioning. Subject to reasonable changes implemented by Landlord and to all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning according to the policy outlined in Section IV.I.A and B on the attached Exhibit G, the same being Landlord Board Policy 7460, which shall and may be amended and changed from time to time by the Landlord, its successors and assigns, in its absolute and sole discretion.

5.1.2 Electrical Wiring / Power. Landlord shall provide adequate electrical wiring and facilities and power for normal general office use for Building standard lighting and standard office equipment, as reasonably determined by Landlord. Tenant shall bear the cost of replacement of non-Building standard lamps, starters and ballasts for lighting fixtures within the Leased Premises.

5.1.3 Water. Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes.

5.1.4 Cleaning / Landscaping. Landlord shall provide the cleaning and landscaping (including snow removal) services as provided for on Exhibit H five (5) days per week, except the date of observation of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other locally or nationally recognized holidays (collectively, the "Holidays"). Landlord may amend or modify Exhibit H from time to time as it deems advisable.

5.1.5 Security / Video Surveillance. Outside security lighting will be set to turn ON at dusk and OFF at twilight or such other schedule as adopted by the Landlord. The Common Areas shall be monitored by video surveillance. Landlord shall maintain the video surveillance system and shall retain all images recorded for a minimum of ten (10) days. Tenant will have access to all external, first and second floor cameras for monitoring or retrieval of all retained images. The Menasha Police Department shall have 24/7 web access to all cameras located on the Leased Premises.

5.1.6 Window Washing. Landlord shall provide window washing services not more than twice per year.

5.1.7 Telecommunication Services. Landlord shall grant reasonable access to the telecommunications services provider selected by Tenant. Tenant, at Tenant's sole cost and expense, may contract with any provider of Tenant's choosing to be paid for by Tenant.

5.1.8 Elevator Access. Except when repairs or inspections are being made thereto, and subject to such rules and regulations as established by Landlord from time to time, Landlord shall provide nonexclusive automatic passenger elevator service for use by Tenant, its customers and employees at all times.

5.2 Specialty Services Provided by Landlord with Regard to Server Room. Landlord shall provide the following specialty services with regard to the server room ("Server Room") located in the Building.

5.2.1 Heating, Ventilation and Air Conditioning. Landlord shall maintain the temperature of the Server Room according to the policy outlined in Section IV.IV.K.a on the attached Exhibit G, the same being Landlord Board Policy 7460.

5.2.2 Humidity. Landlord shall be responsible for humidity control of the Server Room according to the policy outlined in Section IV.IV.K.b on the attached Exhibit G, the same being Landlord Board Policy 7460.

5.2.3 Fire Suppression. Landlord shall be responsible for satisfying the governmental regulations for fire suppression systems applicable to the Building as of the date of this Lease.

5.2.4 Access to Tenant Personnel. The Server Room shall be secured by key-card access. The Landlord may promulgate, adopt and enforce reasonable rules and regulations respecting access of the server room by City employees or City contractors from time to time, to which Tenant agrees to follow. The Landlord shall establish reasonable rules and regulations consistent with Landlord policies and procedures to govern the access and use of the server room by City contractors.

5.2.5 Data Access within Server Room. Tenant shall be responsible for providing data access to the Server Room, including wiring, cabling, etc. Any plans prepared by or at the direction of Tenant for securing data access by wiring or cabling, must be submitted to Landlord for prior approval. Tenant acknowledges that it commissioned an independent review of Landlord's plans and specifications of the Server Room and that the plans and specifications meet with the Tenant's applicable requirements.

5.2.6 Generator for Emergency Backup of Server Room. Landlord shall provide and maintain a generator for the emergency backup of the Server Room. The Landlord disclaims any warranties or representations with respect to the adequacy of the emergency backup, including the amount of power generated, the time required for the backup power to start powering the server room, or the length of time that the generator will operate. Landlord shall not be responsible for the failure of the generator to operate as anticipated nor any of the consequences or damages arising therefrom. Landlord shall not be responsible if fuel to operate the generator is not available. Tenant shall install and maintain battery backup of its servers in such configuration and capacity as Tenant deems appropriate. The Landlord shall make available to Tenant the emergency backup power to power health department refrigerators according to the plans and specifications attached hereto. In the event of a power loss, the parties agree that the operation of the servers shall take priority over operation of the needs of the Tenant Health Department. The Tenant warrants and represents that Tenant has reviewed and approved the plans and specifications for the specification of the generator, its capacity and output relative to the needs of the Tenant. Tenant must obtain the approval of the Landlord prior to adding server, refrigerator or other piece of equipment or device that Tenant desires to be operated by emergency backup power generation.

5.2.7 LANDLORD DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS THAT THE EMERGENCY BACKUP POWER WILL BE AVAILABLE IF AND WHEN CALLED UPON, ANY UPTIME OR OPERATIONAL PERFORMANCE SPECIFICATION(S) OR ANY OTHER GUARANTY THAT THE GENERATOR WILL OPERATE OR OTHERWISE SERVE ITS INTENDED PURPOSE.

5.3 Overstandard Tenant Use of Services. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Leased Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Leased Premises by Landlord pursuant to the terms of Section 5.1 above. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Leased Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 5.1 of this Lease, Tenant shall give Landlord such prior notice, as Landlord shall from time to time establish as appropriate, of Tenant's desired use and Landlord shall supply such utilities to Tenant.

5.4 Interruption of Services. Landlord shall not be liable for any damage, loss or expense incurred by Tenant by reason of any interruption or failure of the utilities and services. Landlord may, with reasonable notice to Tenant, or without notice in case of emergency, cut off and discontinue utilities and service when such discontinuance is necessary in order to make repairs or alterations. No such action shall be construed as an eviction or disturbance of possession by Landlord or relieve Tenant from paying Rent or performing any of its obligations under this Lease.

6. MAINTENANCE AND REPAIRS.

6.1 Tenant's Repairs. Subject to Landlord's repair obligations in Section 6.2 below, Tenant shall, at Tenant's own expense, keep the Leased Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term. In addition, Tenant shall, at Tenant's own expense but under the supervision and subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, promptly and adequately repair all damage to the Leased Premises and replace or repair all damaged or broken fixtures and appurtenances; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Landlord may, but shall not be required to, enter the Leased Premises at all reasonable times to make such repairs, alterations, improvements and additions to the Leased Premises or at the Building or to any equipment located in the Building as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree.

6.2 Landlord's Repairs. Anything contained in Section 6.1 above to the contrary notwithstanding, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, heating, ventilating, air conditioning and electrical systems installed or furnished by Landlord (but not including any non-base building facilities installed by or on behalf of Tenant); provided, however, to the extent such maintenance and repairs are caused in part or in whole by the act, neglect, fault of or omission of any duty by Tenant, its agents, servants, employees or invitees, Tenant shall pay to Landlord as additional rent, the reasonable cost of such repairs. Landlord shall not be liable for any failure to make any such repairs, or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant hereby waives and releases any right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

6.3 Notification to Landlord. Tenant agrees to promptly notify Landlord or its representative, in accordance with Section 20.14, of any accidents or defects in the Building of which Tenant becomes aware, including defects in pipes, electrical wiring and HVAC equipment. In addition, Tenant shall provide Landlord with prompt notification of any matter or condition which may cause injury or damage to the Building or any person or property therein. Such notice shall be provided in writing by email or other means likely to provide reasonably notify Landlord of such accidents or defects.

6.4 Condition Upon Expiration of Lease. Upon the expiration of the Lease Term, or any sooner termination, Tenant shall remove all of its personal property including, without limitation, any computer network wiring, cabling or conduit (including any such cabling or wiring associated with the Wi-Fi Network, as defined in Section 7.2 below) installed above the ceiling, beneath the floors or in the Leased Premises on or behalf of Tenant, and any alterations and improvements required to be removed pursuant to Section 7.3 below and surrender the Leased Premises in good condition, ordinary wear and tear excepted. Tenant shall repair, at its expense, any damage to the Leased Premises occasioned by its removal of any article of personal property, trade fixtures, furnishings, signs, and improvements including but not limited to repairing the floor, patching holes and painting walls. In the event that Tenant shall fail to timely perform its obligations under this Section 6.4, Landlord may perform such obligations and may charge the costs incurred by Landlord in connection therewith to Tenant (together with a five percent (5%) supervision/administration fee), and Tenant shall reimburse Landlord for such costs within thirty (30) days after being billed for the same.

7. TENANT ALTERATIONS AND ADDITIONS.

7.1 Landlord's Consent Required. Tenant shall not make any alterations or additions that exceed $10,000, in each instance, to the Leased Premises without first procuring Landlord's written consent, unless such alterations or additions are part of Tenant’s Wi-Fi Network, which consent shall not be unreasonably withheld.

In no event, however, shall Tenant alter the exterior of the Leased Premises or make any change or alteration which would impair the structural soundness of the Building. Upon obtaining such consent, Tenant shall cause the work to be done promptly and in good and workmanlike manner and in accordance with the plans and specifications submitted to and approved by Landlord. Landlord's consent notwithstanding, all work shall be performed in accordance with applicable building codes and governmental regulations. All work done and materials supplied shall be done or supplied only by contractors approved by Landlord, and Landlord shall have the right to grant such approval conditionally or to withdraw the same at any time. As part of Landlord's approval, Landlord shall notify Tenant whether Landlord shall require such Alterations to be removed upon the surrender of the Leased Premises, as may be required under Section 7.3 hereunder. Landlord's approval thereunder shall create no responsibility or liability on the part of Landlord for the completeness, design, sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities regarding the alterations. The construction of the initial Tenant Improvements for the Leased Premises shall be governed by the provisions of Section 1.3 and not this Article 7.

7.2 Wi-Fi Network. Notwithstanding anything herein to the contrary, if Tenant desires to install a wireless intranet, internet or any data or communications network (collectively, "Wi-Fi Network") in the Leased Premises for the use by Tenant and its employees, then, in addition to the other terms and conditions of this Article 7, the terms and conditions of this Section 7.2 shall apply. In the event Landlord consents to Tenant's installation of the Wi-Fi Network, Tenant shall, in accordance with Section 7.3 below, remove the Wi-Fi Network from the Leased Premises prior to the expiration or earlier termination of this Lease. Tenant shall use the Wi-Fi Network so as not to cause any interference to Landlord or other tenants in the Building or Real Property or with any of Landlord's or other tenant's communication equipment, and not to damage the Building or Real Property or interfere with the normal operation of the Building or Real Property, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, costs, damages, expenses and liabilities (including attorneys' fees) (collectively, the "Claims") arising out of Tenant's failure to comply with the provisions of this Section 7.2. Should any interference occur, Tenant shall take all necessary steps as soon as reasonably possible, and no later than three (3) calendar days following such occurrence, to correct such interference. If such interference continues after such three (3) day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord's satisfaction. Tenant acknowledges that Landlord maintains or will maintain a separate Wi-Fi network in the Building and further that Landlord may grant telecommunication rights to other tenants and occupants of the Building or Real Property and to telecommunication service providers, and in no event shall Landlord be liable to Tenant for any interference to the Wi-Fi Network. Landlord makes no representation that the Wi-Fi Network shall be able to receive or transmit communication signals without interference or disturbance. Tenant shall (i) promptly pay any tax, license or permit fees charged pursuant to any laws or regulations in connection with the installation, maintenance or use of the Wi-Fi Network and comply with all precautions and safeguards recommended by all governmental authorities, (ii) pay for all necessary repairs, replacements to or maintenance of the Wi-Fi Network, and (iii) be responsible for any modifications, additions or repairs to the Building or Real Property, including without limitation, Building or Real Property systems or infrastructure, which are required by reason of the installation, operation or removal of Tenant's Wi-Fi Network. Should Landlord be required to retain professionals to research any interference issues that may arise and confirm Tenant's compliance with the terms of this Section 7.2, Tenant shall reimburse Landlord for the costs incurred by Landlord in connection with Landlord's retention of such professionals, the research of such interference issues and confirmation of Tenant's compliance with the terms of this Section 7.2 within twenty (20) days after the date Landlord submits to Tenant an invoice for such costs. This reimbursement obligation is in addition to, and not in lieu of, any rights or remedies Landlord may have in the event of a breach or default by Tenant under this Lease.

The Landlord shall have the right to establish rules and regulations respecting any public Wi-Fi provided in the building, including the requirement that the content be filtered to the Landlord's specifications, to be determined by Landlord in its sole discretion.

7.3 Surrender at End of Lease Term. Any alterations, additions and improvements made by Tenant on the Leased Premises, excepting Tenant's trade fixture but including any cabling and wiring associated with the Wi-Fi Network, shall at once when made become property of Landlord and remain upon and be surrendered with the Leased Premises at the expiration or earlier termination of the Lease Term, unless prior to the expiration or earlier termination of the Lease Term Landlord provides written notice to Tenant to remove the same, in which case Tenant shall remove the same (including any cabling and wiring associated with the Wi-Fi Network) on or before the expiration or earlier termination of the Lease Term and repair any damage resulting from such removal. If

Tenant fails to complete such removal and/or to repair any damage caused by such removal of any alterations, additions and improvements made by Tenant on the Leased Premises (including any cabling and wiring associated with the Wi-Fi Network), Landlord may do so and may charge the cost thereof to Tenant (together with a five percent (5%) supervision/administration fee), and Tenant shall reimburse Landlord for such costs within thirty (30) days after being billed for the same.

7.4 Payment for Work. All costs of any such alterations or additions under this Article 7 shall be paid promptly by Tenant so as to avoid the assertion of any mechanic's or materialman's lien. Tenant shall discharge, by bonding, payment or other means, any mechanic's lien filed against the Leased Premises or the Building within thirty (30) days after the receipt of notice thereof, and shall promptly inform Landlord of any such notice. If the lien is not discharged within said thirty (30) day period, Landlord shall have the right, but not the obligation, to discharge said lien by payment, bonding or otherwise, and the costs and expenses to Landlord of obtaining such discharge shall be paid to Landlord by Tenant on demand as additional rent. Whether or not Tenant orders any work directly from Landlord, Tenant shall pay to Landlord a percentage of the cost of such work (such percentage, which shall vary depending upon whether or not Tenant orders the work directly from Landlord, to be established on a uniform basis for the Building) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work.

7.5 Protection against Liens. At least five (5) days prior to the commencement of any alterations or additions on the Leased Premises, Tenant shall notify Landlord of the names and addresses of the persons supplying labor and materials for the proposed work.

7.6 Right of Inspection. During the progress of any alterations or additions under this Article 7, Landlord or its representatives shall have the right to go upon and inspect the Leased Premises at all reasonable times

8. INSURANCE.

8.1 Tenant's Compliance with Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply as to the Leased Premises with all insurance company requirements pertaining to the use of the Leased Premises. If Tenant's conduct or use of the Leased Premises causes any increase in the premium for such insurance policies, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body. In the event that that the Tenant does not comply with the requirements of the Landlord’s fire and casualty insurance, the Tenant shall reimburse or pay for, as the case may be, additional costs or expenses incurred by Landlord.

8.2 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.

8.2.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use of the Leased Premises for limits of liability not less than:

General Liability	$5,000,000 each occurrence $5,000,000 annual aggregate

General Liability insurance shall include Property Damage, Bodily Injury, Products Liability, Completed Operations, and Contractual Liability. Tenants insurance shall be considered primary, non-contributory, and not excess coverage.

Required limits may be satisfied through the use of both primary and umbrella (excess) policies. In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies.

8.2.2 Physical Damage Insurance covering (A) all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Leased Premises installed by, for, or at the expense of Tenant, (B) the Tenant Improvements, including any Tenant Improvements which Landlord permits to be installed above the ceiling of the Leased Premises or below the floor of the Leased Premises, and (C) all other improvements, alterations and additions to the Leased Premises, including any improvements, alterations or additions installed at Tenant's request above the ceiling of the Leased Premises or below the floor of the Leased Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage and earthquake sprinkler leakage coverage.

8.2.3 Workers' compensation insurance as required by law.

Specifically in regards to Section 8.2.1, and 8.2.2 such insurance shall: (A) name Landlord, Landlord's lenders, the lessors of a ground or underlying lease with respect to the Real Property and any other party Landlord so specifies, as an additional insured; (B) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Article 9 below; and (C) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord;

Specifically in regards to Section 8.2.1, 8.2.2, and 8.2.3 such insurance shall (A) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Real Property is located; (B) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (C) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee or ground or underlying lessor of Landlord; and (D) insurance required shall have deductible amounts not exceeding $50,000.00.

8.2.4 Loss-of-income, business interruption and extra-expense insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of loss of access to the Leased Premises or to the Building as a result of such perils.

Specifically in regards to Section 8.2.2 and 8.2.4 such insurance shall (A) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Real Property is located; (B) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (C) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee or ground or underlying lessor of Landlord;

8.2.5 Tenant shall carry comprehensive automobile liability insurance having a combined single limit of not less than $1,000,000.00 per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles. Required limits may be satisfied through the use of both primary and umbrella (excess) policies. In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies.

8.2.6 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Tenant shall deliver such policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. If Tenant shall fail to procure such insurance, or to deliver such policies or certificate, within such time periods, Landlord may, at its option, in addition to all of its other rights and remedies under this Lease, and without regard to any notice and cure periods set forth in Section 14.1, procure such policies

for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent within ten (10) days after delivery of bills therefor.

8.3 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

8.4 Additional Insurance Obligations. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 8, and such other reasonable types of insurance coverage and in such reasonable amounts covering the Leased Premises and Tenant's operations therein, as may be reasonably requested by Landlord.

9. INDEMNITY.

9.1 Mutual Indemnity. Each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all losses, claims and damages arising from the Indemnifying Party's use of the Leased Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by the Indemnifying Party in or about the Leased Premises, and shall further indemnify and hold the Indemnified Party harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Indemnifying Party's part to be performed under the terms of this Lease, or arising from any act or negligence of the Indemnifying Party or any of the Indemnifying Party's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Indemnified Party by reason of any such claim, the Indemnifying Party, upon notice from the Indemnified Party, shall defend the same at the Indemnifying Party's expense by counsel reasonably satisfactory to the Indemnified Party.

9.2 Indemnification of Other Tenants. Tenant shall indemnify and save harmless all other tenants of the Building from any loss or damage caused to the Building owing to the leakage or escape of water, gas or other substances from any pipes, machinery or equipment installed by Tenant within the Building. For purposes of this Paragraph, the Landlord shall be a Tenant of the building.

9.3 Limitation of Liability. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas or water, which may leak or flow from or into any part of the Leased Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Building of which the Leased Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building. In no event shall Landlord be liable for consequential damages.

10. DAMAGE, DESTRUCTION AND BUSINESS INTERRUPTION.

10.1 Repair of Damage to Leased Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Leased Premises resulting from fire or any other casualty. If the Leased Premises or any Common Areas of the Building serving or providing access to the Leased Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 10, restore the structural components of the Leased Premises and such Common Areas. Such restoration shall be to substantially the same condition of the structural components of the Leased Premises and Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, or the lessor of a ground or underlying lease with respect to the Real Property and/or the Building, or any other modifications to the Common Areas deemed desirable by Landlord, provided access to the Leased Premises and any

common restrooms serving the Leased Premises shall not be materially impaired. Upon the occurrence of any damage to the Leased Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 8.2 above pertaining to all tenant improvements and fixtures in the Leased Premises (but not Tenant's personal property), and Landlord shall repair any damage to the tenant improvements installed in the Leased Premises and shall return such tenant improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. Notwithstanding anything to the contrary herein, in no event shall Landlord be obligated to repair or restore any specialized or dedicated equipment serving Tenant, such as any cabling, wiring, supplemental utility system, telephone system or Wi-Fi Network, in which event Tenant shall not be obligated to assign or otherwise deliver to Landlord any insurance proceeds payable to Tenant under Tenants' insurance required under Section 8.2, to the extent such insurance proceeds are associated with the loss of such systems. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Leased Premises or Common Areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant a proportionate abatement of Base Rent and Tenant's proportionate share of Operating Expenses to the extent Landlord is reimbursed from the proceeds of rental interruption insurance purchased by Landlord as part of Operating Expenses, during the time and to the extent the Leased Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied and used by Tenant as a result thereof.

10.2 Landlord's Option to Repair. Notwithstanding Section 10.1 above to the contrary, Landlord may elect not to rebuild and/or restore the Leased Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within thirty (30) days after Landlord becomes aware of such damage, such notice to include a termination date giving Tenant up to one hundred twenty (120) days to vacate the Leased Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Leased Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date of such damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or ground or underlying lessor with respect to the Real Property and/or the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; or (iii) the damage is not fully covered by Landlord's insurance policies. In addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the last twenty-four (24) months of the Lease Term, then notwithstanding anything contained in this Article 10, Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such casualty occurs, in which event this Lease shall cease and terminate as of the date of such notice. Upon any such termination of the Lease pursuant to this Section 10.2, Tenant shall pay the Base Rent and additional rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be discharged from all further obligations under this Lease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Lease Term.

10.3 Tenant Right to Terminate. In the event the Building or Leased Premises should suffer a casualty that is not caused by Tenant, that renders the Leased Premises untenantable for Tenant's intended use of the Leased Premises for a period that is reasonably anticipated to be in excess of one hundred twenty (120) days, then Tenant may proceed to terminate this Lease by notifying Landlord in writing of such termination within thirty (30) days after Tenant becomes aware of such damage, such notice to include a termination date giving Tenant up to one hundred twenty (120) days to vacate the Leased Premises.

10.4 Tenant's Responsibilities. There shall be no abatement of rent (except as expressly provided above in Section 10.1) and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant understands

Landlord will not carry insurance of any kind on Tenant's furniture, furnishings and other personal property, and Landlord shall not be obligated to repair any damage thereto or replace the same. All such property shall be kept, stored and maintained at the sole risk of Tenant.

11. TENANT TAXES.

11.1 The parties acknowledge that, at the time of execution of this lease, the following terms are inapplicable. However, upon assignment or sublease, the following terms may become applicable in some circumstances.

11.2 Personal Property. If applicable, Tenant shall pay, prior to delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of Tenant's business operation, and/or the cost or value of any furniture, fixtures, equipment and other personal property of Tenant at any time situated upon or in the Leased Premises. Tenant shall cause all such personal property to be assessed and billed separately from the real property of Landlord.

11.3 Other Taxes for Which Tenant Is Directly Responsible. If applicable, in addition, Tenant shall reimburse Landlord upon demand for any and all taxes or assessments required to be paid by Landlord, excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when:

11.3.1 Said taxes are measured by or reasonably attributable to the cost or value of any leasehold improvements made in or to the Leased Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord;

11.3.2 Said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises or any portion of the Real Property (including the Parking Facilities);

11.3.3 Said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Leased Premises; or

11.3.4 Said assessments are levied or assessed upon the Real Property or any part thereof or upon Landlord and/or by any governmental authority or entity, and relate to the construction, operation, management, use, alteration or repair of mass transit improvements.

11.4 Increase in Taxes. If applicable, if at any time during the Lease Term any of Tenant's property is assessed as a part of the Leased Premises, or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed on Tenant's property or other improvements made by Tenant, Tenant shall pay to Landlord upon demand, as additional rent, the amount of any such additional taxes as may be levied against the Building or Real Property by reason thereof.

12. COMMON AREAS.

12.1 Definition. The term "Common Areas" means all areas and facilities outside the Leased Premises provided and designated for the common use and convenience of Tenant, Landlord and other tenants of the Building, their respective officers, agents, employees, customers and invitees. Common Areas include, but are not limited to, corridors, lobbies, pedestrian sidewalks, stairways, landscaped areas, restrooms on multi-tenant floors, elevators and shipping and receiving areas of the Building.

12.2 Maintenance. Landlord agrees to maintain, operate and repair (or cause others to do so) all Common Areas and to keep same in clean and sightly condition during the Lease Term. The manner in which such areas and facilities shall be maintained and the expenditures therefor shall be at the discretion of Landlord and

as to all such Common Areas Landlord shall have the right to adopt and promulgate reasonable rules and regulations from time to time generally applicable to tenants and occupants of the Building and their employees and business invitees, including the right to restrict employees of tenants and occupants from parking in areas, if any, designated exclusively for customers of the Building. For the purpose of maintenance and repair, or to avoid an involuntary taking, Landlord may temporarily close portions of the Common Areas, and such actions shall not be deemed an eviction of Tenant or a disturbance of Tenant's use of the Leased Premises.

12.3 Tenant's Rights and Obligations. Landlord grants to Tenant, during the Lease Term, the license to use, for the benefit of Tenant and its officers, agents, employees, customers and invitees, in common with others entitled to such use, the Common Areas as they from time to time exist, subject to the rights and privileges of Landlord herein reserved. Tenant shall not at any time interfere with the rights of Landlord and others entitled to use any part of the Common Areas, and shall not store, permanently or temporarily, any materials, supplies or equipment in the Common Areas. The common areas include conference room access. Landlord and Tenant acknowledge that each respective party intends to utilize the large conference room ("Large Conference Room") which is a part of the Common Area on a pre-set schedule. Therefore, Tenant shall be granted exclusive access to the Large Conference Room on the first and third Monday of each month, unless there is a Holiday, then Tuesday. Landlord shall be granted exclusive access to the Large Conference Room on the second and fourth Monday of each month. Requests by Tenant for additional use of the Large Conference Room shall be made to Landlord and granted based on availability.

12.4 Other Telecommunication Systems in Common Areas. Landlord will provide visual and audio presentation technology in the Common Areas. Tenant shall be responsible for any additional technology equipment required by Tenant and installation of such equipment shall be made by Tenant with 48 hour notice to Landlord.

12.5 Changes to Common Area. Landlord shall have the right at any time during the Lease Term to change, alter, remodel, reduce, expand or improve the Common Areas, elevators, drains, pipes, heating and air conditioning apparatus or any other part of the Building, except the Leased Premises, without compensation to Tenant. For such purposes, Landlord or its agents or employees may, if necessary, enter, pass through and work upon the Leased Premises; provided, Landlord shall carry out such work diligently and reasonably.

13. ASSIGNMENT AND SUBLETTING.

13.1 Transfers. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, voluntarily or by operation of law, assign, sublet, encumber or transfer all or any part of Tenant's interest in this Lease or in the Leased Premises or permit any part of the Leased Premises to be used or occupied by any person other than Tenant, its employees, customers and others having lawful business with Tenant (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person or entity to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include: (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice; (ii) a description of the portion of the Leased Premises to be transferred (the "Subject Space"); (iii) all of the terms of the proposed Transfer and the consideration thereof, including a calculation of the Profit Rental (as defined below), in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer; and (iv) current financial statements pertaining to the proposed Transferee certified by an officer, partner or owner thereof, and any other information required by Landlord, which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Each time Tenant requests Landlord's consent to a proposed Transfer, whether or not Landlord shall grant consent, within thirty (30) days after written request by Landlord, as additional rent hereunder, Tenant shall pay to Landlord Two Thousand Five Hundred Dollars ($2,500.00) for Landlord's review and processing fees, and, in addition, Tenant shall reimburse Landlord for any reasonable legal fees incurred by Landlord in connection with Tenant's proposed Transfer. Any attempted Transfer made without Landlord's prior consent shall be wholly void and shall constitute a breach of this Lease.

13.2 Landlord's Consent. Subject to Landlord's rights in Section 13.3 below, Landlord shall not unreasonably withhold its consent to any proposed Transfer on the terms specified in the Transfer Notice. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

13.2.1 The Transferee is of a character or reputation or engaged in business which is not consistent with the quality of the Building;

13.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

13.2.3 The Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space;

13.2.4 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested;

13.2.5 The proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel its lease;

13.2.6 The terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); or

13.2.7 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with the proposed Transferee, is negotiating with Landlord to lease space in the Building at such time.

If Landlord consents to any Transfer pursuant to the terms of this Section 13.2 (and does not exercise any of its rights under Section 13.3 below), Tenant may within six (6) months after Landlord's consent, enter into such Transfer of the Leased Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 13.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (A) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 13.2, or (B) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 13 (including Landlord's right under Section 13.3 below).

13.3 Landlord's Right to Sublet or Assume. Notwithstanding anything to the contrary contained in this Article 13, in the event of a Transfer of the entire Leased Premises, Landlord shall have the option, by giving written notice to Tenant within sixty (60) days after receipt of any Transfer Notice or any other written notice of Tenant's intent to enter into a Transfer, to recapture the Subject Space or the entirety of the Leased Premises, as determined in Landlord's sole discretion. Such recapture notice shall terminate this Lease with respect to either the Subject Space or the entire Leased Premises, as applicable, as of the date stated in the Transfer Notice as the effective date of the proposed Transfer (with respect to Landlord's recapture following receipt of a Transfer Notice), and otherwise, such termination shall be effective on the date that is sixty (60) days after Landlord's delivery of a recapture notice (and on or prior to such termination date, Tenant shall vacate and deliver exclusive possession of the Leased Premises to Landlord in the same manner and upon the same terms and conditions as provided herein for delivery at the end of the Lease Term). If this Lease is terminated with respect to less than the entire Leased Premises, the Rent reserved herein shall be prorated on the basis of the square feet of Rentable Area retained by Tenant in proportion to the square feet of Rentable Area contained in the Leased Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space or the Leased Premises under this Section 13.3, then, provided Landlord has consented to the

proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee, subject to provisions of the last paragraph of Section 13.2 above. If Landlord exercises its option to recapture the Subject Space or the Leased Premises, Tenant shall pay all brokerage commissions incurred in connection therewith.

13.4 Limitation on Profit Rental. If Tenant enters into a Transfer, Tenant shall pay to Landlord fifty percent (50%) of the Profit Rental, if any, received from the Transferee, as it is received. "Profit Rental" shall be calculated by deducting from the amount received by Tenant from the Transferee on account of the Transfer, the sum of the amounts payable to Landlord by Tenant pursuant to this Lease for the Subject Space which has been Transferred, less Tenant's costs for the Transfer, including Tenant's commissions, legal fees and marketing costs.

13.5 Continuing Obligations. No Transfer, even with Landlord's consent, shall relieve Tenant of its obligations to pay the Rent and to perform all of the other obligations to be performed by Tenant under this Lease, unless the subtenant or assignee is Landlord pursuant to Section 13.3. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subsequent Transfer, and Tenant shall offer to sublet or assign to Landlord pursuant to Section 13.3 prior to requesting consent for any subsequent Transfer.

14. TENANT'S DEFAULT.

14.1 Definition. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:

14.1.1 Any failure by Tenant to pay when due any Rent or any other monetary sums required to be paid thereunder within five (5) days of receipt of written notice from Landlord; provided, however, a breach shall occur should Tenant receive written notice hereunder more than twice in any twelve (12) calendar month period.

14.1.2 Any failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant within fifteen (15) days after notice thereof has been provided to Tenant by Landlord, or if performance is not possible within said period, any failure of Tenant to commence performance within said period and to diligently prosecute such performance to completion.

14.1.3 Intentionally creating or permitting to be created a nuisance which shall not be abated within five (5) days after written notice thereof from Landlord.

14.1.4 The taking of this Lease or Tenant's interest therein under writ of execution.

14.2 Remedies. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any other right or remedy which Landlord may have:

14.2.1 Without terminating this Lease, reenter and attempt to relet or take possession pursuant to legal proceedings and remove all persons and property from the Leased Premises. In such event, Landlord may, from time to time, make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees; second, to the payment of any indebtedness other than Rent due thereunder from Tenant to Landlord; third, to the payment of Rent due and unpaid thereunder; and the residue, if any, shall be held by Landlord and applied to payment of future rent as the same may become due and payable thereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant thereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the Rent herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Section 14.2.1 may be brought from time to time, on one or more occasions,

without the necessity of Landlord's waiting until expiration of the Lease Term. No such reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over Tenant's Property or others at the Leased Premises shall be deemed unauthorized or constitute a conversion of the Leased Premises or the property of Tenant therein or termination of the Lease, Tenant hereby consenting, after any Tenant default, to the aforesaid exercise of dominion over Tenant's property within the Leased Premises. All claims for damages by reason of such reentry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Any reentry by Landlord shall be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings.

14.2.2 WITHOUT TERMINATING THIS LEASE, DEMAND THAT ALL RENT PAYABLE BY TENANT UNDER THIS LEASE FOR THE REMAINDER OF THE LEASE TERM BE ACCELERATED AND IMMEDIATELY DUE AND OWING, DISCOUNTED TO THE PRESENT VALUE OVER THE REMAINING TERM OF THIS LEASE, USING THE PRIME RATE. TENANT FULLY UNDERSTANDS THIS PROVISION AND AGREES TO RENDER PAYMENT OF THE AMOUNTS DESCRIBED IN THIS SECTION 14.2.2 IN FULL IF SO REQUESTED BY LANDLORD.

14.2.3 Terminate this Lease and Tenant's right to possession, in which case Tenant shall immediately surrender possession. In addition to any other remedies which Landlord may have, it shall have the right to recover from Tenant: (i) the amount equal to any unpaid rent which has been earned at the time of such termination; (ii) as liquidated damages for loss of bargain, and not as a penalty, an amount equal to the excess, if any, of the aggregate amount of Rent and other charges which are Tenant's obligation to pay under this Lease for the remainder of the stated term over the aggregate of the then reasonable rental value of the Leased Premises under a lease substantially similar to this Lease for the remainder of the stated term, all of which amounts shall be discounted to present value at the Prime Rate, then in effect and shall be immediately due and payable; and (iii) all other damages and expenses which Landlord has sustained because of Tenant's default, including reasonable attorney's fees, the cost of recovering the Leased Premises, brokerage commissions and advertising expenses incurred, and expenses of remodeling the Leased Premises or any portion thereof for a new tenant, whether for the same or a different use and any special concessions made to obtain a new tenant.

14.2.4 If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action as additional rent.

14.2.5 No receipt of money by Landlord from Tenant after the termination of this Lease as herein provided shall reinstate, continue or extend the Lease Term or operate as a waiver of the right of Landlord to enforce the payment of Rent or other money when due by Tenant, or operate as a waiver of the right of Landlord to recover possession of the Leased Premises by proper remedy.

14.2.6 In addition to any other remedies Landlord may have at law or equity and/or under this Lease, Tenant shall pay upon demand all Landlord's costs, charges and expenses, including fees of counsel, agents and others retained by Landlord, whether or not suit is filed, incurred in connection with the recovery under this Lease or for any other relief against Tenant. If Landlord or Tenant shall bring any action against the other, the losing party shall pay the successful party's reasonable attorneys' fees and court costs.

14.2.7 All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to

Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

14.2.8 Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within fifteen (15) days after delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of this Section 14; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 above; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees and other amounts so expended. Tenant's obligations under this Section 14.2.8 shall survive the expiration or sooner termination of the Lease Term.

14.3 Late Charges. Tenant hereby acknowledges late payment by Tenant to Landlord of Rent and other sums due thereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due (subject to Tenant's right to notice under Section 14.1.1), Tenant shall pay to Landlord a late charge equal to fifteen percent (15%) of such overdue amount. The parties hereby agree such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

15. LANDLORD'S DEFAULT.

15.1 Notice to Landlord. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or within such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations.

15.2 The parties acknowledge that, at the time of execution of this lease, the following terms are inapplicable. However, upon assignment or sublease, the following terms may become applicable in some circumstances.

15.2.1 Notice to Mortgagee. If the holder of record of the first mortgage covering the Leased Premises shall have given prior notice to Tenant that it is the holder of the first mortgage and such notice includes the address at which notices to such mortgagee are to be sent, then Tenant shall give to the holder of record of such first mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided. The holder of record of such first mortgage shall have the right, within thirty (30) days after receipt of said notice (or within such additional time as is reasonably required) to correct any such default including time to obtain possession of the Leased Premises by foreclosure or other means before Tenant may take any action under this Lease by reason of such default. Any notice of default given Landlord shall be null and void unless simultaneous notice has been given to said first mortgagee.

15.2.2 Landlord's Exculpation. Notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord (including any successor Landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to an amount which is equal to the ownership interest of Landlord in the Building and Real Property (excluding any proceeds thereof), and neither Landlord, nor any of Landlord's officers, agents, directors or employees shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

16. CONDEMNATION.

16.1 Effect of Taking. If the Leased Premises or any portion thereof are taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than twenty-five percent (25%) of the floor area of the Leased Premises is taken by condemnation, Tenant may, at its option, terminate this Lease as of the date the condemning authority takes possession, by providing Landlord notice in writing of its intent to terminate not later than twenty (20) days after Landlord shall have notified Tenant of the taking. Failure of Tenant to so notify Landlord shall constitute Tenant's agreement to continue the Lease in full force and effect as to the balance of the Leased Premises.

16.2 Rent Reduction. If the Lease is not fully terminated after any taking, then it shall remain in full force and effect as to the portion of the Leased Premises remaining; provided the Rent payable thereunder shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Landlord shall, at its expense, restore the remaining portion to a complete unit of like quality and character as existed prior to the condemnation.

16.3 Awards. All awards for the taking of any part of the Leased Premises under the power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee; provided, however, that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claim is payable separately to Tenant.

17. SUBORDINATION.

17.1 Subordination. This Lease, at Landlord's option, shall be subject and subordinate to the liens of any mortgages or deeds of trust and to any ground leases, in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements, or either thereof, of which the Leased Premises are a part, or on or against Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. If any mortgagee or trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or ground lease and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or ground lease.

17.2 Subordination Agreements. Tenant covenants and agrees to execute and deliver upon demand, without charge therefor, such further instruments evidencing such subordination of this Lease to the lien of any such ground leases, mortgages or deeds of trust as may be required by Landlord. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage, or if any ground or underlying lease is terminated, to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or underlying lease, as the case may be, if so requested to do so by such purchaser or lessor and/or if required to do so pursuant to any subordination, non-disturbance and attornment agreement executed pursuant to this Article 17, and to recognize such purchaser or lessor as the lessor under this Lease. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

18. QUIET ENJOYMENT.

Landlord agrees that Tenant, upon paying Rent and other monetary sums due under this Lease and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Leased Premises during the Lease Term hereof, subject, however, to the terms, covenants, conditions and agreements herein referring to subordination and condemnation.

19. DELAYS.

Whenever Landlord shall be delayed or restricted in the performance of any obligation of Landlord herein (including any obligation with respect to the provision of any service or utility or the performance of work or repairs) by reason of Landlord's inability to obtain materials, services or labor required for such performance or by reason of any statute, law or regulation of a governmental entity, or by reason of any other cause beyond Landlord's control, Landlord shall be entitled to extend the time for such performance by a time equal to the extent of the delay or restriction, and Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

20. GENERAL PROVISIONS.

20.1 Estoppel Certificates. Tenant shall, at any time, upon not less than five (5) business days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying this Lease is unmodified and in full force and effect (or if modified, stating the nature of the modification) and the date to which the Rent and Operating Expenses are paid in advance, (ii) acknowledging there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord thereunder or specifying such default if any exist, and (iii) containing such other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagees or buyers. If Tenant fails to execute and deliver such statement within five (5) business days, it shall be deemed conclusively to have acknowledged the accuracy of the matter set forth in Landlord's statement. Upon request from time to time, Tenant agrees to provide to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements for Tenant, dated no earlier than one (1) year prior to such written request, certified as accurate by Tenant or, if available, audited financial statements prepared by an independent certified public accountant with copies of the auditor's statement. If any Guaranty is executed in connection with this Lease, Tenant also agrees to deliver to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements of the Guarantor in a form consistent with the foregoing criteria.

20.2 Transfer of Landlord's Interest. In the event of a sale or conveyance voluntarily or involuntarily by Landlord of Landlord's interest in the Leased Premises, Landlord shall be relieved from and after the date of such transfer of all liability accruing thereafter on the part of Landlord; provided, any funds in the hands of Landlord at the time of transfer in which Tenant has an interest shall be delivered to the successor of Landlord. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the transferee.

20.3 Captions. Article and paragraph captions are for convenience only and are not a part of this Lease and shall not be used for interpretation or construction of this Lease.

20.4 Time of Essence. Time is of the essence hereof.

20.5 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20.6 Modifications for Mortgagee. In the event any lending institution with which Landlord has negotiated or shall hereafter negotiate for interim or permanent financing for the Building shall require a modification of this Lease as a condition to providing such financing, Landlord shall promptly provide written notice of the requirement to Tenant. If Tenant fails or refuses to make such modification within thirty (30) days after such notice, this Lease may be terminated by Landlord at any time prior to the date on which the Lease Term commences. Provided, however, Tenant shall not be required to make any modifications which materially alters its rights and responsibilities under this Lease.

20.7 Entire Agreement. This Lease, along with any exhibits or attachments hereto, constitutes the entire agreement between the parties relative to the Leased Premises and there are no oral agreements or representations between the parties with respect to the subject matter hereof. This Lease supersedes and cancels all prior agreements and understandings with respect to the subject matter hereof. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

20.8 Recording. This Lease shall not be recorded and any recordation shall be a breach under this Lease.

20.9 Waiver. The waiver by Landlord of the breach of any provision herein shall not be deemed a waiver of such provision. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

20.10 Substitution of Leased Premises. Landlord shall have the right to move Tenant to other space in the Building comparable in size to the Leased Premises, and all terms hereof shall apply to the new space with equal force. In such event, Landlord shall give Tenant prior notice of Landlord's election to so relocate Tenant, and shall move Tenant's effects to the new space at Landlord's sole cost and expense at such time and in such manner as to inconvenience Tenant as little as reasonably practicable. The new space shall be delivered to Tenant with improvements substantially similar to those improvements existing in the Leased Premises at the time of Landlord's notification to Tenant of the relocation. Simultaneously with such relocation of the Leased Premises, the parties shall immediately execute an amendment to this Lease stating the relocation of the Leased Premises.

20.11 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assigning or subletting by Tenant and subject to the provisions for the transfer of Landlord's interest, this Lease shall bind the parties, their successors and assigns. This Lease shall be governed by the laws of the State of Wisconsin.

20.12 Holding Over. If Tenant remains in possession of all or any part of the Leased Premises after the expiration of the Lease Term hereof, with or without the consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, on the same terms and conditions as provided herein, except only as to the Lease Term; provided, however, during such period as a tenant from month-to-month, Tenant shall pay Base Rent at one hundred twenty five percent (125%) the rate payable for the month immediately preceding the date of termination of this Lease and, in addition, Tenant shall reimburse Landlord for all damages (consequential as well as direct) sustained by it by reason of Tenant's occupying the Leased Premises past the termination date.

20.13 Entry by Landlord. Landlord and its agents shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same, to supply janitorial services and any other services to be provided by Landlord or Tenant thereunder, to show the same to prospective purchasers of the Building and make such alterations, repairs, improvements or additions to the Leased Premises or to the Building of which they are a part as Landlord may deem necessary or desirable. Tenant shall permit Landlord to show the Leased Premises to prospective tenants during the last six (6) months of the Lease Term hereof or any renewal thereto, by providing twenty four (24) hours prior written notice. If Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time when such entry by Landlord is necessary or permitted thereunder, Landlord may enter by means of master key without liability to Tenant except for any failure to exercise due care for Tenant's property, and without affecting this Lease. If, during the last month of the Lease Term hereof, Tenant shall have removed substantially all of its property from the Leased Premises, Landlord may immediately enter and alter, renovate and redecorate the Leased Premises without elimination or abatement of rent or incurring liability to Tenant for any compensation.

20.14 Notices. All notices or demands of every kind required or desired to be given by Landlord or Tenant thereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after hand delivery, overnight courier or by depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant at the address set forth in Sections 3 and 5, respectively, of the Summary, or at such other place as such party may designate from time to time.

20.15 Parking. Tenant shall have the right to use, free of parking charges, the Building West lot as shown on the attached Exhibit E and Landlord shall have the right to use, free of parking charges, the Building North lot as shown on the Exhibit E for all purposes related to the Building, including the use by Landlord’s, its successors and assigns, employees, vendors, guests and visitors. Tenant's continued right to use the parking spaces is conditioned upon Tenant abiding by the Parking Rules and Regulations which are in effect on the date hereof, as set forth in the attached Exhibit C and all modifications and additions thereto which are prescribed from time to time for

the orderly operation and use of the Parking Facilities by Landlord and upon Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such Parking Rules and Regulations (and all such modifications and additions thereto, as the case may be). Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Parking Facilities and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, for a period not to exceed seventy two (72) hours, close-off or restrict access to the Parking Facilities or relocate Tenant's allocation hereunder. The parties acknowledge that Building North lot is owned by Tenant. That upon request by Landlord, Tenant shall execute and record a parking easement in favor of Landlord that shall run with the land during the term of this Lease permitting parking as described herein.

20.16 Sign Rights. Landlord shall provide space on the Building directory on the ground floor lobby of the Building for a listing identifying Tenant's name and suite number. Landlord shall also install near the entry door to the Leased Premises signage identifying Tenant's name. All such permitted signage shall use Building standard materials and lettering. Landlord shall pay for the cost of the initial installation of such permitted signage, and Tenant shall pay for the cost of any changes thereto.

20.17 Right of First Refusal. In the event Landlord decides to sell the Real Property, Tenant shall be provided a right of first refusal to purchase the Real Property according to the form Right of First Refusal, a copy of which is attached hereto as Exhibit F.

20.18 Counterparts. For the convenience of the parties, this Lease Agreement may be executed in any number of counterparts, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile and electronic transmission of any signed original counterpart transmission shall be deemed the same as the delivery of an original.

20.19 Bidding. To the extent required by Wisconsin Statutes for public entities to bid construction projects contemplated herein, both Parties shall abide by such Statutes.

20.20 Consumption of Alcoholic Beverages and Drug Use. The parties acknowledge that Landlord and Tenant both have policies restricting the use of alcohol and drugs. In the event that alcohol and/or drugs are consumed at the Building the following shall apply:

20.20.1 Tenant shall be responsible for any and all alcohol consumption or drug use at the Building by Tenant’s employees and invitees and Tenant shall be responsible for payment of any damages resulting therefrom.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: MENASHA JOINT SCHOOL DISTRICT

By:_____

Name:_____
Its:_____

TENANT: CITY OF MENASHA

By:_____

Name:_____
Its:_____

EXHIBIT A

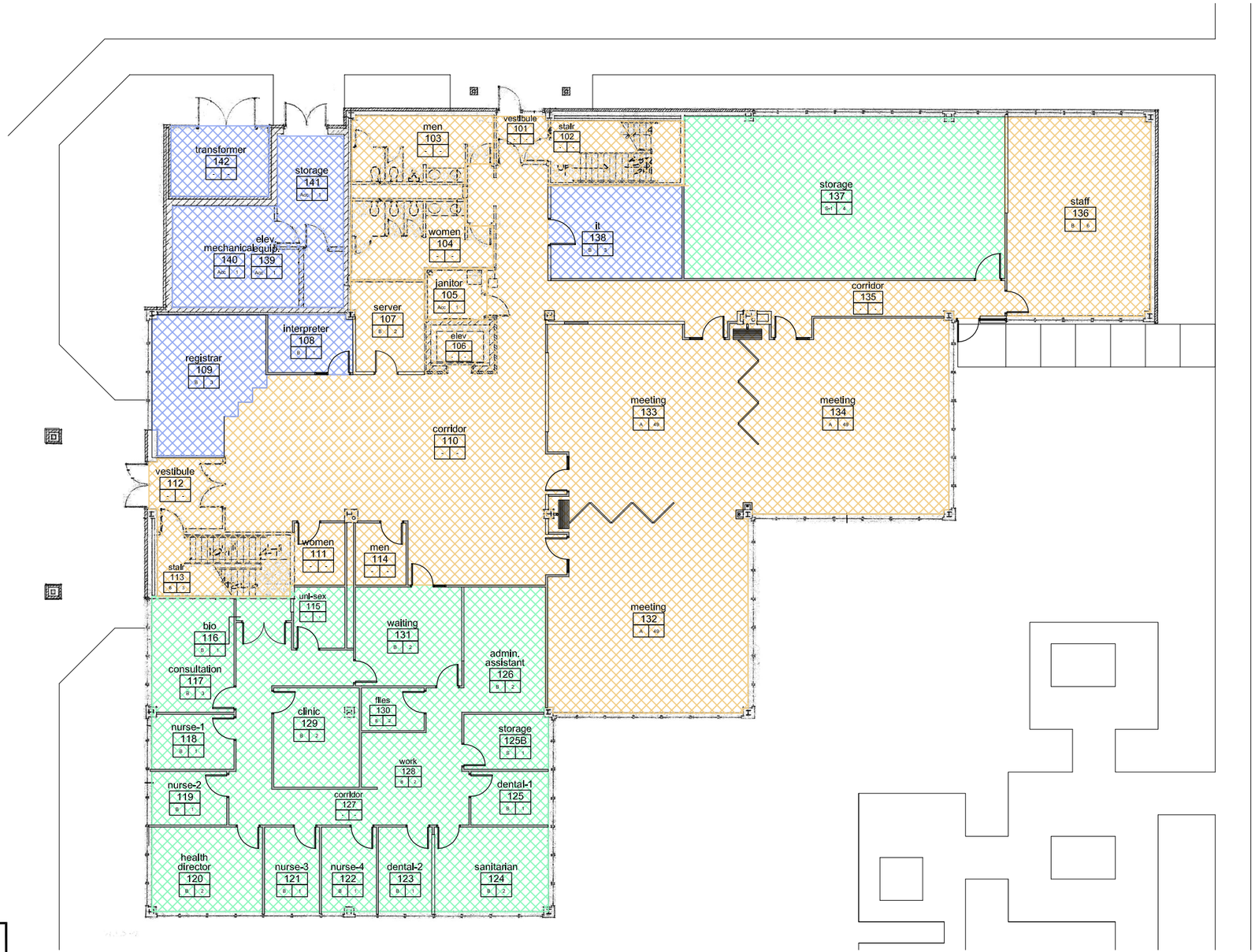
LEGAL DESCRIPTION

All of Lots Eleven (11), Twelve (12), Thirteen (13), Forty-four (44), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), and that part of Lot Forty-three (43), lying South of the North line of Lot Twenty-three (23), extended East all in Block Seven (7), PLAT OF THE TOWN OF MENASHA, 2nd Ward, City of Menasha, Winnebago County, Wisconsin.

Parcel Identification Numbers: 702-0069 and 702-0070

EXHIBIT B

FLOOR PLAN



1 first floor plan
1/8" = 1'-0"

NORTH

LEGEND

- SHARED SPACE
- MENASHA JOINT SCHOOL DISTRICT
- CITY OF MENASHA

Menasha

blue design group, llc.
203 West Main, PO Box 357 Hortonville, WI 54944
Phone: (920) 841-BLUE Fax: (920)779-0521

MENASHA JOINT SCHOOL DISTRICT

Building Alteration for:
Menasha Joint School District Office Building
100 Main Street
Menasha, Wisconsin 54952

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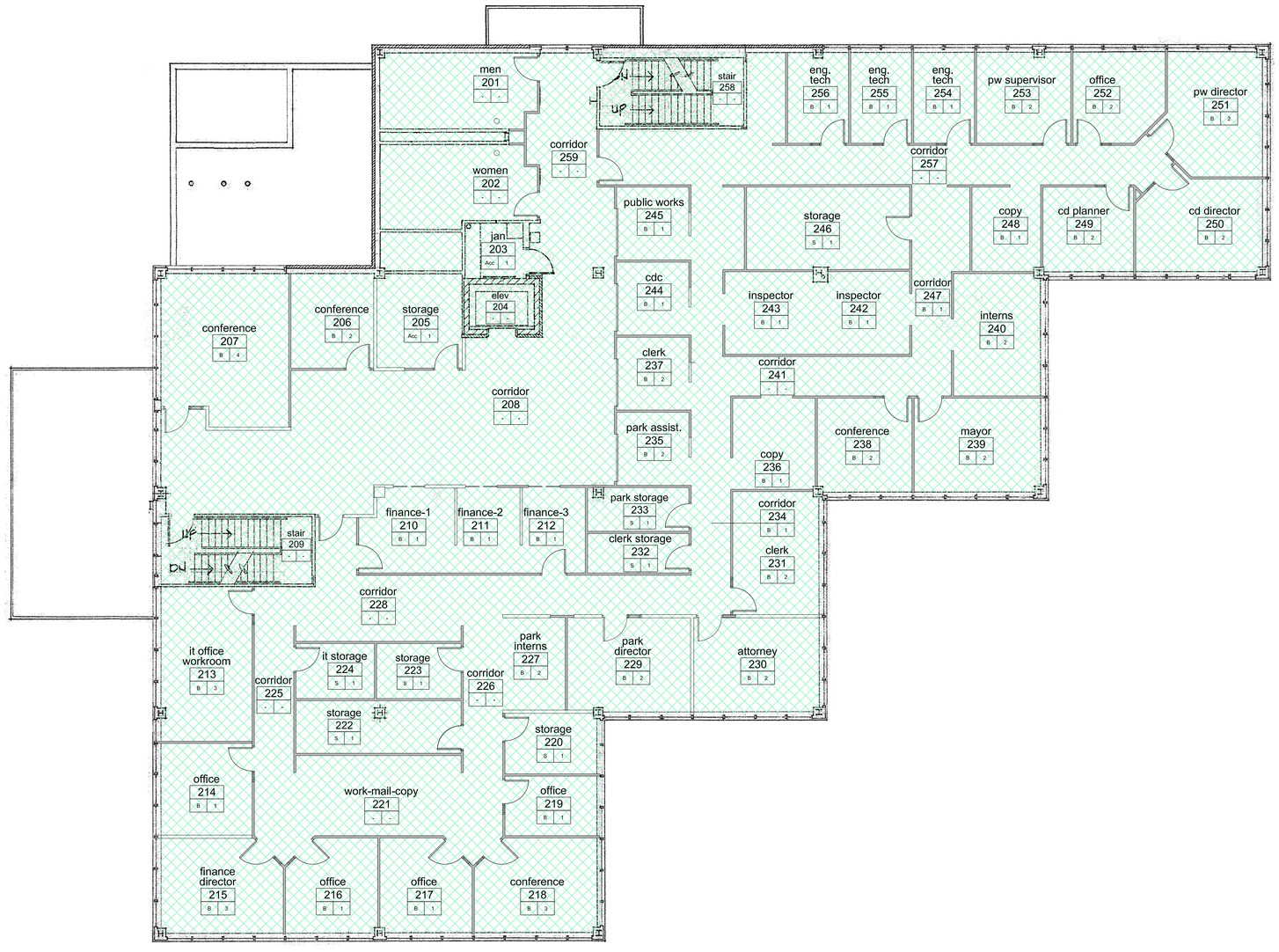
PROJECT # 16-009

DATE 9-28-16

REVISION	DATE

DRAWING # A2.1



LEGEND

- SHARED SPACE
- MENASHA JOINT SCHOOL DISTRICT
- CITY OF MENASHA

1 second floor plan
1/8" = 1'-0"

NORTH

Menasha

blue design group, llc.
202 West Main, PO Box 357 Hortonville, WI 54944
Phone: (920) 841-BLUE Fax: (920)779-0521

MENASHA JOINT SCHOOL DISTRICT

Building Alteration for:

Menasha School District Office Building

100 Main Street
Menasha, Wisconsin 54952

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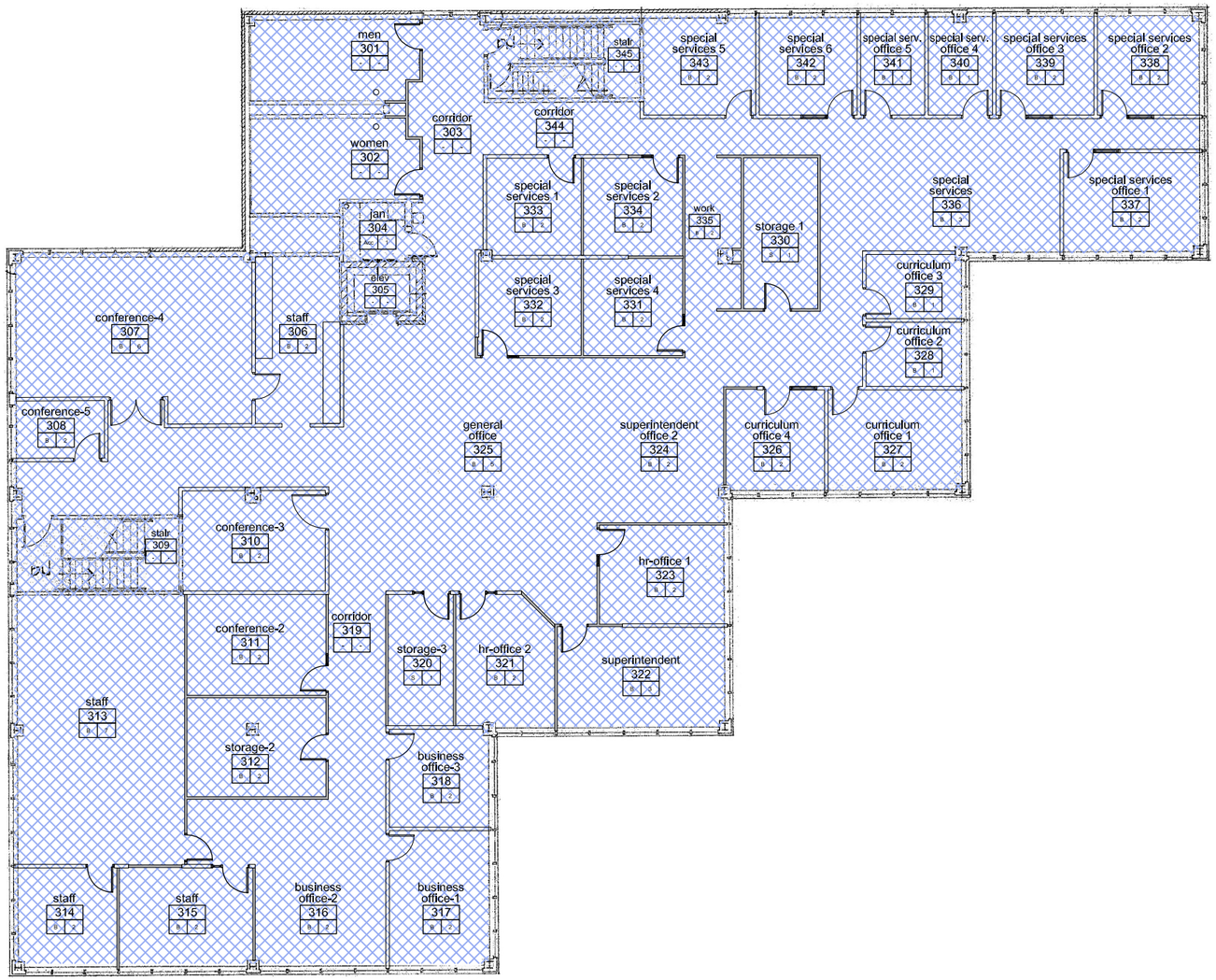
PROJECT # 16-009B

DATE 9-28-16

REVISION	DATE

DRAWING # A2.2



1 third floor plan
1/8" = 1'-0"

NORTH

LEGEND

- SHARED SPACE
- MENASHA JOINT SCHOOL DISTRICT
- CITY OF MENASHA

blue design group, llc.
202 West Main, PO Box 357 Hortonville, WI 54944
Phone: (920) 841-BLUE Fax: (920)779-0521

MENASHA JOINT SCHOOL DISTRICT

Building Alteration for:
Menasha School District Office Building
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Menasha, Wisconsin 54952

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PROJECT # 16-009

DATE 9-28-16

REVISION	DATE

DRAWING # A2.3

EXHIBIT C

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations and the Parking Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations and/or the Parking Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building and/or the Real Property.

1. Tenant shall not place any lock(s) on any door, or install any security system (including, without limitation, card key systems, alarms or security cameras), in the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks and/or security systems within and to the Leased Premises. A reasonable number of keys to the locks on the entry doors of the Leased Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or earlier termination of the Lease. Further, if and to the extent Tenant re-keys, re-programs or otherwise changes any locks in or for the Leased Premises, all such locks and key systems must be consistent with the master lock and key system at the Building, all at Tenant's sole cost and expense.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Leased Premises, unless electrical hold backs have been installed. Sidewalks, doorways, passages, entrances, vestibules, halls, stairways and other Common Areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Leased Premises, and Tenant, its employees and agents shall not loiter in the entrances or corridors.

3.a. At least twenty-one (21) days prior to occupancy by Tenant, Tenant shall request from Landlord the quantity of door access cards ("Access Card(s)") necessary for the Building. Building access shall be provided in two tiers: 1.) "Tenant-Employee Access" and 2.) "Tenant-Administrative Access." The request shall include the number of Access Cards required for Tenant-Employee Access and the number of access cards required for Tenant-Administrative Access and the name of each employee/administrator receiving access. Tenant-Employee Access to the Building shall be restricted to 5 a.m. to 10 p.m., Monday through Friday. Tenant-Administrative Access to the Building shall be available 24 hours a day, 7 days a week. Access Cards shall include Tenant's name and address and Landlord shall supply lanyards and beltclips with the Access Cards. Access Card assignment is the sole responsibility of Tenant and Landlord shall not be responsible for any errors in Access Card assignment, unless such error was the result of Landlord's reckless action or inaction.

3.b. Access cards are not to be lent, loaned or shared. Each access card will identify the applicable employee or administrator for security purposes.

3.c. Lost, stolen or damaged Access Cards shall be reported to Landlord's technology designee within twenty-four (24) hours so that the Access Card can be disabled. A lost Access Card may be re-enabled if it is subsequently found. Replacement Access Cards shall cost Tenant $10 per Access Card, said $10 being due prior to pickup of the replacement Access Card.

3.d. On or before the Expiration Date, Tenant shall return all Access Cards and remit payment of $25 per Access Card for any missing Access Cards. Information necessary to disable any missing Access Cards shall be provided by Tenant. Failure to cooperate with Landlord in disabling any missing Access Cards at the Expiration Date shall be reflected in the balance of the security deposit returned to Tenant.

3.e. From time to time, Tenant may require public access to the building outside of normal business hours. Tenant shall provide 24-hour notice to Landlord's technology designee of all such requests.

3.f. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant and its employees and agents shall ensure that the doors to the Building are securely closed and locked when leaving the

Leased Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register when so doing.

3.g. Access to the Building and/or the Real Property may be refused unless the person seeking access has proper identification or has a previously arranged pass for such access. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building and/or the Real Property of any person.

3.h. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building and/or the Real Property during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants and/or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide Landlord with not less than 24 hours' prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from such activity described herein. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with such activity described herein, Tenant shall be solely liable for any resulting damage or loss.

6. Landlord shall have the right to control and operate the public portions of the Building and Real Property, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

7. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. Landlord shall have the right to remove any signs, advertisements, and notices not approved in writing by Landlord without notice to and at the expense of Tenant. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.

8. The requirements of Tenant will be attended to only upon application at the management office of the Real Property or at such office location designated by Landlord.

9. Tenant shall not disturb (by use of any television, radio or musical instrument, making loud or disruptive noises, creating offensive odors or otherwise), solicit, or canvass any occupant of the Building and/or the Real Property and shall cooperate with Landlord or Landlord’s agents to prevent same.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

11. Tenant shall not overload the floor of the Leased Premises. Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Leased Premises or any part thereof without Landlord's consent first had and obtained; provided, however, Landlord's prior consent shall not be required with respect to Tenant's placement of pictures and other normal office wall hangings on the interior walls of the Leased Premises (but at the end of the Lease Term, Tenant shall repair any holes and other damage to the Leased Premises resulting therefrom).

12. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Leased Premises without the written consent of Landlord. Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.

13. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord. Tenant shall not furnish cooling or heating to the Leased Premises, including, without limitation, the use of electronic or gas heating devices, portable coolers (such as "move n cools") or space heaters, without Landlord's prior written consent, and any such approval will be for devices that meet federal, state and local code.

14. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Leased Premises, Building and/or about the Real Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Leased Premises or any other portion of the Real Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Laws which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Leased Premises, or permit or allow the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building and/or the Real Property by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therewith.

16. Tenant shall not bring into or keep within the Real Property, the Building or the Leased Premises any animals (except duly licensed service animals that assist persons with documented medical disabilities), birds, fish tanks, bicycles or other vehicles.

17. Tenant shall not use or occupy the Leased Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Leased Premises, the Building and/or the Real Property. Tenant shall not use, or permit any part of the Leased Premises to be used, for lodging, sleeping or for any illegal purpose.

18. No cooking shall be done or permitted by Tenant on the Leased Premises, nor shall the Leased Premises be used for the storage of merchandise or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, microwave ovens may be used in the Leased Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.

19. Landlord will approve where and how telephone and telegraph wires and other cabling are to be introduced to the Leased Premises. No boring or cutting for wires shall be allowed without the consent of Landlord, which shall not be unreasonably conditioned, withheld or delayed. The location of telephone, call boxes and other office equipment and/or systems affixed to the Leased Premises shall be subject to the approval of Landlord. Tenant

shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

20. Landlord reserves the right to exclude or expel from the Building and/or the Real Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations or cause harm to Building occupants and/or property.

21. All contractors, contractor's representatives and installation technicians performing work in the Building or at the Real Property shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

22. INTENTIONALLY DELETED.

23. Tenant at all times shall maintain the entire Leased Premises in a neat and clean, first class condition, free of debris. Tenant shall not place items, including, without limitation, any boxes, files, trash receptacles or loose cabling or wiring, in or near any window to the Leased Premises which would be visible anywhere from the exterior of the Leased Premises.

24. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, including, without limitation, the use of window blinds to block solar heat load, and shall refrain from attempting to adjust any controls. Tenant shall comply with and participate in any program for metering or otherwise measuring the use of utilities and services, including, without limitation, programs requiring the disclosure or reporting of the use of any utilities or services. Tenant shall also cooperate and comply with, participate in, and assist in the implementation of (and take no action that is inconsistent with, or which would result in Landlord, the Building and/or the Real Property failing to comply with the requirements of) any conservation, sustainability, recycling, energy efficiency, and waste reduction programs, environmental protection efforts and/or other programs that are in place and/or implemented from time to time at the Building and/or the Real Property, including, without limitation, any required reporting, disclosure, rating or compliance system or program (including, but not limited to, any LEED [Leadership in Energy and Environmental Design] rating or compliance system, including those currently coordinated through the U.S. Green Building Council).

25. Tenant shall store all its recyclables, trash and garbage within the interior of the Leased Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of recyclables, trash and garbage in the city in which the Real Property is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

26. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

27. Tenant shall assume any and all responsibility for protecting the Leased Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed, when the Leased Premises are not occupied, or when the entry to the Leased Premises is not manned by Tenant on a regular basis.

28. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or

other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

29. The washing and/or detailing of or, the installation of radios, telephones in or general work on, automobiles shall not be allowed on the Real Property, except under specific arrangement with Landlord.

30. Food vendors shall be allowed in the Building upon receipt of a written request from Tenant delivered to Landlord. The food vendor shall service only the tenants that have a written request on file in the management office of the Real Property. Under no circumstance shall the food vendor display their products in a public or Common Area including corridors and elevator lobbies. Any failure to comply with this rule shall result in immediate permanent withdrawal of the vendor from the Building.

31. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

32. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Leased Premises and/or the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Leased Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Leased Premises) as a non-smoking building.

33. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Leased Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume, and Tenant shall have no claim for damages against Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagees, or agents in connection therewith.

34. No tents, shacks, temporary or permanent structures of any kind shall be allowed on the Real Property. No personal belongings may be left unattended in any Common Areas.

35. Landlord shall have the right to prohibit the use of the name of the Building or Real Property or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or Real Property or the desirability thereof. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

36. Landlord shall have the right to designate and approve standard window coverings for the Leased Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Leased Premises while they are exposed to the direct rays of the sun.

37. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

38. Tenant shall comply with all Building security procedures as Landlord may effectuate.

39. Tenant shall at all times cooperate with Landlord in preserving a first-class image for the Building.

PARKING RULES AND REGULATIONS

1. Tenant shall not store or permit its employees to store any automobiles in the Parking Facilities without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facilities or on the Real Property. The Parking Facilities may not be used by Tenant or its agents for overnight parking of vehicles. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facilities overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

2. Tenant (including Tenant's employees and agents) will use the parking spaces solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the Parking Facilities.

3. Vehicles must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.

4. All directional signs and arrows must be observed.

5. The speed limit shall be 5 miles per hour.

6. Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.

7. Parking is prohibited in all areas not expressly designated for parking, including without limitation:

(a) areas not striped for parking;
(b) aisles;
(c) where "no parking" signs are posted;
(d) ramps; and
(e) loading zones.

8. Parking stickers, key cards and any other devices or forms of identification or entry supplied by Landlord shall remain the property of Landlord. Such device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking passes and devices are not transferable and any pass or device in the possession of an unauthorized holder will be void.

9. No exception to these Parking Rules and Regulations is permitted without the consent of the Landlord.

10. Loss or theft of parking passes, identification, key cards or other such devices must be reported to Landlord immediately. Any parking devices reported lost or stolen found on any authorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen passes and devices found by Tenant or its employees must be reported to Landlord immediately.

11. Washing, waxing, cleaning or servicing of any vehicle by the customer and/or its agents is prohibited.

12. Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Parking Rules and Regulations.

13. Landlord will not be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or

cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or parking operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property. Tenant indemnifies and agrees to hold Landlord, any parking operator and their respective agents and employees harmless from and against any and all claims, demands, and actions arising out of the use of the Parking Facilities by Tenant and its employees and agents, whether brought by any of such persons or any other person.

14. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking spaces are at any time used (i) for any purpose other than parking as provided above, (ii) in any way or manner reasonably objectionable to Landlord, or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

15. Tenant's right to use the Parking Facilities will be in common with other tenants of the Real Property and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces or areas for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

16. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's reasonable control, Tenant's inability to use the parking spaces will not subject Landlord to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect. Tenant will pay to Landlord upon demand, and Tenant indemnifies Landlord against, any and all loss or damage to the Parking Facilities, or any equipment, fixtures, or signs used in connection with the Parking Facilities and any adjoining buildings or structures caused by Tenant or any of its employees and agents.

17. Tenant has no right to assign or sublicense any of its rights in the parking passes, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the parking passes among its employees.

Tenant shall be responsible for the observance of all of the Rules and Regulations and Parking Rules and Regulations in this Exhibit C by Tenant’s employees, agents, clients, customers, invitees and guests. Landlord may waive any one or more of the Rules and Regulations and/or Parking Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations and/or Parking Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations and/or Parking Rules and Regulations against any or all tenants of the Building and/or the Real Property. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations and/or the Parking Rules and Regulations, or to make such other and further reasonable Rules and Regulations and/or Parking Rules and Regulations as in Landlord’s judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, Building and Real Property, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Tenant shall be deemed to have read these Rules and Regulations and Parking Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Leased Premises.

EXHIBIT D
FORM OF ESTOPPEL CERTIFICATE

[ ]

Re: Lease Agreement (the "*Lease*") between Menasha Joint School District, as Landlord ("*Landlord*"), and City of Menasha, as Tenant ("*Tenant*"), dated as of _____ ___, 2016, for approximately [ ] square feet of space in that certain building located at 100 Main Street, Menasha, Wisconsin (the "P*roject*"), as amended by the following amendments: **[_____ list all amendments or insert the word "None"]**

Ladies and Gentlemen:

Tenant understands that [ ] (together with any successors or assigns or subsequent holders of the Loan, the "*Lender*") has made a loan (the "*Loan*") to Landlord ("*Borrower*") to be secured by the Project. Tenant presently leases premises within the Project pursuant to the Lease, and, in connection with the foregoing, Tenant does hereby certify to Borrower and Lender and its successors and assigns as follows:

(a) The Lease is in full force and effect; there are no amendments or modifications of any kind to the Lease except as referenced above; there are no other promises, agreements, understandings, or commitments between Landlord and Tenant relating to the premises leased under the Lease; and Tenant has not given Landlord any notice of termination thereunder, **[other than _____ list or delete bracketed words]**;

(b) There has not been and is now no subletting of the leased premises, or any part thereof, or assignment by Tenant of the Lease, or any rights therein, to any party;

(c) A security deposit in the amount of $_____ has been given by Tenant under the terms of, or with respect to, the Lease;

(d) No uncured default, event of default, or breach by Landlord exists under the Lease, no facts or circumstances exist that, with the passage of time, will or could constitute a default, event of default, or breach under the Lease. Tenant has made no claim against Landlord alleging Landlord's default under the Lease;

(e) Tenant is in full and complete possession of its leased premises in the Project and has accepted its leased premises in the Project, including any work of Landlord performed thereon pursuant to the terms and provisions of the Lease, and all common areas of the Project (including, without limitation, parking areas, sidewalks, access ways and landscaping) are in compliance with the Lease and are satisfactory for Tenant's purposes, [**other than _____ list or delete bracketed words]**;

(f) Tenant is obligated to pay rent to Landlord at the rate set forth in the Lease. Tenant is current with respect to, and is paying the full rent and other charges stipulated in the Lease (including, without limitation, common area maintenance charges) with no offsets, deductions, defenses or claims; and Tenant has not prepaid any rent or other amounts to Landlord other than rent and other charges due and payable in the calendar month of this certification;

(h) Tenant is not entitled to any concession or rebate of rent or other charges from time to time due and payable under the Lease, and there are no unpaid or unreimbursed construction allowances or other offsets due Tenant under the Lease;

(i) The current monthly estimated charge for insurance paid by Tenant under the Lease is $_____;

(j) The current monthly base rent under the Lease is $_____ and has been paid by Tenant through _____;

(k) Tenant is open for business and in operation in the Project;

(l) Tenant agrees to provide copies of all notices given Landlord under the Lease to Lender at the following address:

Lender: [ ]

(m) The undersigned representative of Tenant is duly authorized and fully qualified to execute this instrument on behalf of Tenant thereby binding Tenant;

(n) Tenant agrees that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender and appropriate agreement of attornment to Lender and any subsequent titleholder of the Project. So long as Tenant is not in default under its Lease, the Tenant's interests under the Lease shall not be disturbed by the Lender or any purchaser at a foreclosure sale.

(o) Tenant acknowledges that the initial term of the Lease commenced on _____, and shall expire on _____, unless sooner terminated in accordance with the terms of the Lease. Tenant has no option to renew or extend the lease term, except as follows: **[_____ if none, insert "None"]**

(p) Tenant has an option or right to purchase the property of which the demised premises are a part of in the event Landlord decides to sell the Premises.

(q) Tenant understands and acknowledges that Lender has made the Loan to Borrower and received, as part of the security for such loan (i) a Deed of Trust encumbering Borrower's fee interest in the Project (of which the demised premises are a portion) and the rents, issues and profits of the Lease (the "*Mortgage*"), and (ii) an Assignment of Leases and Rents ("*Assignment of Leases*") which affects the Lease, and that Lender (and persons or entities to whom the Mortgage and/or Assignment of Leases may subsequently be assigned) is relying upon the representations and warranties contained herein in continuing to make the Loan. Further, Tenant has notice that the Lease and the rent and all other sums due thereunder have been assigned or are to be assigned to Lender as security for the aforesaid Loan secured by the Mortgage. In the event that Lender notifies Tenant of a default under the Mortgage and/or the Lease, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender (or any future lender) or as otherwise required pursuant to such notice. Tenant agrees to notify Lender of any default(s) by Landlord under the Lease; Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease.

Tenant acknowledges and agrees that Landlord and Lender shall be entitled to rely on Tenant's certifications set forth herein. Tenant hereby further agrees for a period of sixty (60) days from the date hereof to notify Landlord and Lender in writing at the address set forth above of any changes in the truth and accuracy of any of the certifications contained herein promptly upon Tenant's learning of each such change.

IN WITNESS WHEREOF, Tenant has executed this instrument this ___ day of_____, 20____.

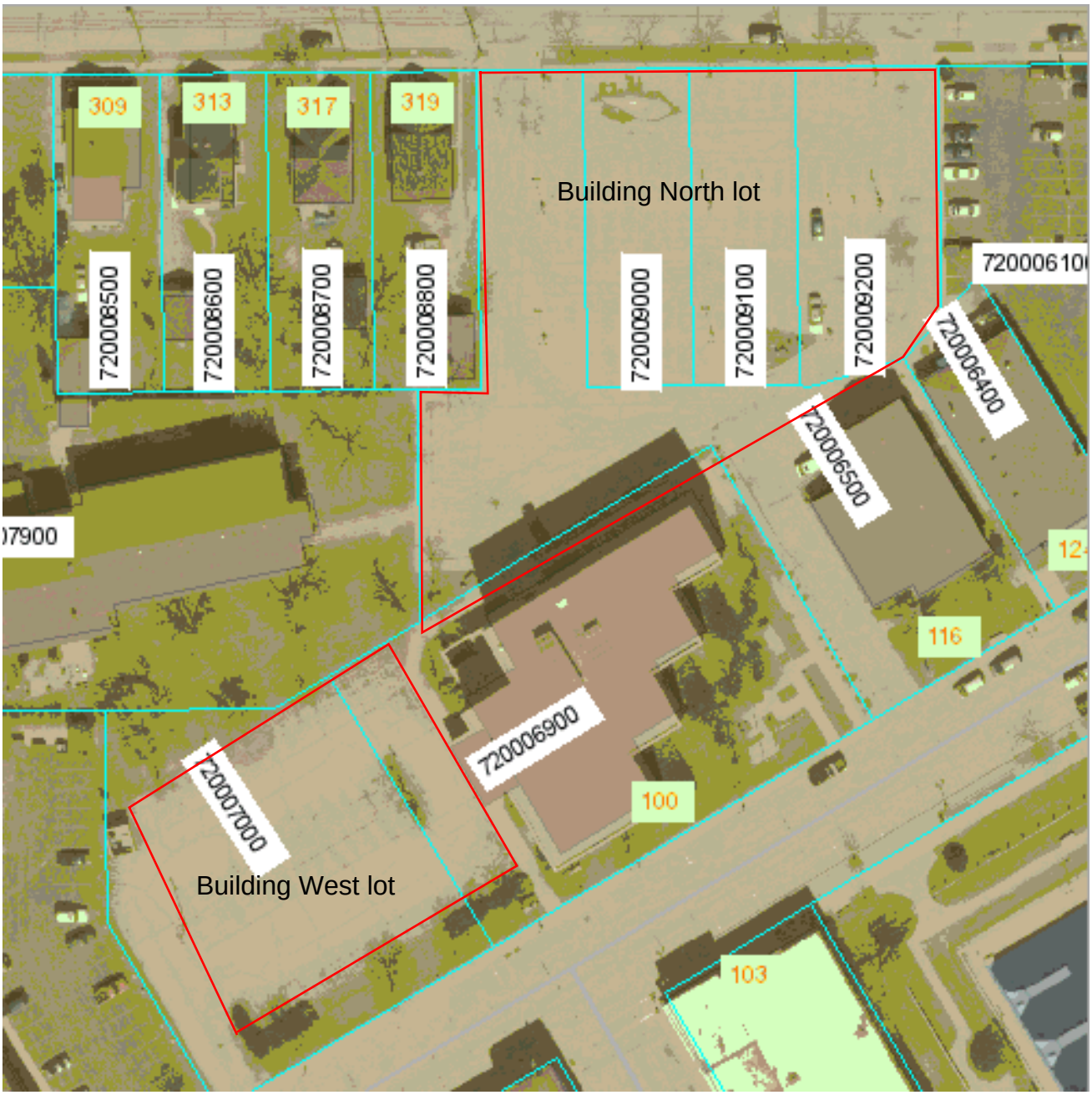
TENANT:

CITY OF MENASHA

By: _____
Name: _____
Title: _____

EXHIBIT E

PARKING MAP



RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("Agreement") is entered into this ____ day of _____, 20____ by and between the [FIRST PARTY], a Wisconsin corporation (the "**[FIRST PARTY]**") and [SECOND PARTY], a Wisconsin corporation, (the "**[SECOND PARTY]**") pursuant to that certain Lease Agreement entered into by and between [FIRST PARTY] and [SECOND PARTY] for the lease of the real property described on the attached Exhibit A.

1. Rights of First Refusal. In the event that the [FIRST PARTY], or any entity affiliated with the [FIRST PARTY], proposes to sell, transfer, or otherwise dispose of, whether with or without consideration, (collectively, a "**Transfer**") the [FIRST PARTY]'s interest in all or any part of any parcel of real estate, and/or any improvements thereon, constituting or being a part of the property identified on the attached Exhibit A, to a party other than [SECOND PARTY] or except as otherwise permitted herein, [SECOND PARTY] shall have a right of first refusal to purchase the same (the "**Right of First Refusal**"). Accordingly, before the [FIRST PARTY] may Transfer the Subject Property (as defined below), the [FIRST PARTY] shall first offer in writing to sell to [SECOND PARTY] the Subject Property in accordance with the terms described in this Section 1 (the "**Section 1 Offer**"). For the purposes of this Section 1, references to the "**Subject Property**" shall mean the real estate identified on the attached Exhibit A, and any improvements thereon, that [FIRST PARTY] intends to Transfer to a party other than an entity affiliated with the [FIRST PARTY].

    a. Transfer. The [FIRST PARTY] may transfer fee simple interest to any other entity affiliated with the [FIRST PARTY] without offering [SECOND PARTY] the Right of First Refusal.

    b. Continuing Obligation. This Right of First Refusal is intended to run with the land and shall be a continuing obligation of the successor owner(s) to the [FIRST PARTY], subject to Paragraph (1)(g) below.

    c. Requirements of Section 1 Offer. The Section 1 Offer shall identify the Subject Property and shall further state the name and address of the prospective purchaser(s) (who shall be a fully disclosed principal), the proposed purchase price, the terms of payment of the proposed sale, and all other material terms and conditions of the proposed sale.

    d. Offer to Sell. The Section 1 Offer shall constitute the [FIRST PARTY]'s offer to sell the Subject Property to the [SECOND PARTY] on terms not less favorable than the terms and conditions set forth in the Section 1 Offer.

    e. Acceptance of Section 1 Offer. To exercise a Right of First Refusal given hereunder and accept the Section 1 Offer, the [SECOND PARTY] must deliver to the [FIRST PARTY], no later than 5:00 p.m. (Central time) on the date which is sixty (60) days from the date on which [SECOND PARTY] receives the Section 1 Offer from [FIRST PARTY], written notice (an "**Acceptance Notice**") informing the [FIRST PARTY] of the [SECOND PARTY]'s decision to exercise the Right of First Refusal and therefore accept the Section 1 Offer.

    f. Failure to Accept Section 1 Offer. If the [SECOND PARTY] fails to timely deliver an Acceptance Notice to the [FIRST PARTY], then the [FIRST PARTY]

may, provided that closing for the Transfer occurs within one hundred twenty (120) days of the date on which [SECOND PARTY] receives the Section 1 Offer from [FIRST PARTY], Transfer the Subject Property to, but only to, the prospective purchaser identified on the Section 1 Offer at, but only at, the purchase price identified in the Section 1 Offer, and on, but only on, the same material terms and conditions described in the Section 1 Offer. If the [FIRST PARTY] fails to close on said Transfer within the above-referenced one hundred twenty (120) day period or if [FIRST PARTY] varies the terms of Transfer from those described in the Section 1 Offer, then [FIRST PARTY] must, again, offer the Subject Property for sale to [SECOND PARTY] in accordance with the Right(s) of First Refusal granted hereunder.

g. Termination of Right of First Refusal. Notwithstanding anything in this Agreement to the contrary, the Right of First Refusal granted to [SECOND PARTY] hereunder shall expire as of 11:59 p.m. on _____, 20___.

2. Miscellaneous.

a. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one in the same agreement, and shall become effective when one or more of such counterparts has been signed by each of the parties and delivered to the other party.

b. Entire Agreement. There are no other oral or written agreements or representations between the parties hereto affecting the transactions contemplated hereby, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, and understandings, if any, between the parties with respect to the subject matter hereof. This Agreement may be modified or altered only by an agreement in writing signed by the parties, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Agreement.

c. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

d. Notices. All notices, demands, deliveries, and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by facsimile, sent by nationally recognized overnight express carrier, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

If to [FIRST PARTY]:	If to [SECOND PARTY]:
[FIRST PARTY]	[SECOND PARTY]
Attn:	Attn:
[STREET ADDRESS]	[STREET ADDRESS]
[CITY/STATE/ZIP]	[CITY/STATE/ZIP]
Fax: _____	Fax: _____

Except as otherwise expressly provided herein, each notice, demand, delivery, and other communication (i) shall be effective two (2) business days after deposit when deposited in the mail, postage prepaid, addressed as aforesaid; (ii) shall be effective upon sending when sent by facsimile (with proper evidence of receipt of delivery); (iii) shall be effective one (1) business day after dispatch when dispatched through a nationally recognized overnight express carrier; and (iv) shall be effective upon delivery when hand delivered. Either party may change its address or facsimile number by a communication in accordance herewith.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first date written above.

[FIRST PARTY]

By: _____
Name:
Its:

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF:_____)

Personally came before me on this _____ day of _____, 20___, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of _____
My Commission expires: _____

[SECOND PARTY]

By: _____
Name:
Its:

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF:_____)

Personally came before me on this _____ day of _____, 20___, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of _____
My Commission expires: _____

EXHIBIT A
Identification of Subject Property

All of Lots Eleven (11), Twelve (12), Thirteen (13), Forty-four (44), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), and that part of Lot Forty-three (43), lying South of the North line of Lot Twenty-three (23), extended East all in Block Seven (7), PLAT OF THE TOWN OF MENASHA, 2nd Ward, City of Menasha, Winnebago County, Wisconsin.

Parcel Identification Numbers: 702-0069 and 702-0070

MENASHA JOINT SCHOOL DISTRICT	***School District:***	Menasha Joint School District 328 Sixth Street Menasha, WI 54952 920.967.1999
	Review Date(s):	May 15, 2015
	Program Coordinator:	Supervisor of Buildings, Grounds, and Safety

Board Policy-7460 Conservation of Natural and Material Resources
Administrative Guidelines and Procedures

I. Introduction

The increasing costs of natural energy resources coupled with the growing need to inhibit pollution, the District will implement strategies which will conserve all forms of energy used and ensure proper recycling of reusable materials.

The Board of Education directs the Superintendent to develop and implement both immediate and long range plans to meet these concerns. The Board of Education expects that the administrative guidelines and procedures established will be properly observed by all members of the staff and strongly supported both in the educational program and in staff interactions with students.

As directed in Menasha Joint School District Board Policy 7460 on Conservation of Natural Resources, the following guidelines have been adopted and are applicable to all district personnel and facilities. The District Administration Team shall be responsible for the total energy usage of their facility and shall help implement conservation procedures as written within these guidelines. All employees are responsible for applying these guidelines and for reporting equipment problems or concerns. The District Supervisor of Buildings, Grounds and Safety will maintain an energy benchmarking portfolio and track district energy use, conservation and provide direction to ensure the best operation of all district building systems.

The implementation of these guidelines will not impair the educational environment and are intended to assist with energy conservation and will enable the directing of funds towards the education of the District's students.

II. Energy Conservation

Energy conservation is not a one-time activity or project. It is an on-going responsibility, requiring daily attention and providing daily opportunities. Reducing energy usage in Menasha Joint School District helps manage utility budgets and reduce the demand for fossil fuels and generation of related air emissions.

III. District Administration

Energy conservation starts here. District Administrators are in position to provide strong leadership in the area of energy conservation. Building users, staff, and maintenance look for leadership in this area and for clear direction and purpose. The management of facilities is a difficult and complicated task. Energy conservation efforts impact the physical environment and individuals may not be completely comfortable with set temperatures, air movement, or other environmental variables. Maintenance staff may be asked to adjust the physical environment to address individual comfort levels.

District Administrators provide leadership and direction by reinforcing the policies that support energy conservation and working with faculty and building users to balance comfort with conservation. Clear communications regarding what to expect in work settings, support for energy conservation, and continued attention to energy conservation as a leadership and management responsibility can greatly improve the effectiveness of the district's energy use. Equally, lack of attention to energy conservation, poor role-modeling, and lack of support for building operational

decisions can undermine the effectiveness of Board Policy 7460 Conservation of Natural and Material Resources and lead to excessive use of energy in district operations.

Recognize that energy conservation is a continuing responsibility in Menasha Joint School District and not a one-time effort to address current situations. Successful energy policies are supported visibly by administrators and are continual, building on prior successes to achieve long-term success.

IV. Faculty and All Building Users

I. Operating Guidelines for Heating, Ventilation, and Air Conditioning (HVAC) Systems:

A. **Air Conditioning** - The following energy conservation procedures for operating **air conditioning** are to be observed in all buildings:

1. **Daytime Temperature** - Shall be maintained from 71 to 75 degrees when occupied by students, teachers, office personnel, custodians, and administrators. Certain areas may vary due to design of the building and HVAC system.
2. **Night Setback –** Nightly setbacks to prescribed unoccupied temperatures will begin at 6:00 pm and end at 6:00 am Monday – Friday unless covered by an approved facility request
3. **Weekends, Summer Months & School Holiday Periods** - All air conditioning systems at all facilities shall be maintained at 82 degrees if unoccupied, except in the following areas, and under the following conditions:
   a. Sensitive electronic equipment rooms
   b. MHS Auditorium and Field-House during properly scheduled events
   c. Areas where maintenance or custodial work is being performed (painting, carpet cleaning, flooring work, etc.) to insure the space is dried to prevent mold growth or other complications
4. **Doors and windows** - Are to remain closed when air conditioning units are operating.

B. **Heating** - The following energy conservation procedures for operating **heating systems** are to be observed in all buildings:

1. **Daytime Temperature** - Shall be maintained from 68 to 72 degrees when occupied by students, teachers, office personnel, custodians, and administrators. Certain areas may vary due to design of the building and HVAC system.
2. **Night Setback –** Nightly setbacks to prescribed unoccupied temperatures will begin at 6:00 pm and end at 6:00 am Monday – Friday unless covered by an approved facility request.
3. **Weekends & School Holiday Periods** - All heating shall be maintained at 55 degrees. The only exception to this is if an event is covered by an approved facility request.
4. **Doors and windows** - are to remain closed when heating units are operating.

II. Guidelines for Operating Lights

The following energy conservation guidelines are to be exercised when operating lights in and around district facilities:

1. **District personnel involvement** – District personnel shall be responsible for turning OFF lights in classrooms, work areas, and offices when unoccupied, including lunches,

conference periods and before and after school if your room has the capability to switch off. If you have issues with your lights that affects the learning environment place a work request to have it evaluated or repaired.

2. **Lighting fixtures** - Lighting fixtures with "banked switching" or "dual switching" capabilities or any other special capabilities should be utilized to realize potential savings from proper use of special switching. Custodial services will use the lower switch setting when possible.

3. **Personal lamps** - For decorative use, personal lamps shall utilize energy saver fluorescent lamps or LED lamps at the faculty members own expense and shall **not** be left on after regular hours.

4. **Natural lighting** - Natural lighting capabilities should be utilized when possible.

5. **Lighting Displays** - Lighting for display purposes (trophy cases, bulletin boards, etc.) shall be turned OFF at night and for summer/winter/holiday shutdown, except for special occasions and specified security purposes. When applicable, trophy cases will be de-lamped for additional savings.

6. **Nighttime Custodial Staff** - Evening custodians shall turn lights ON only in areas where they are presently working to provide sufficient safety.

7. **Outside Lighting** - All outside lighting shall remain OFF during daylight hours.

8. **Outside Security Lighting** - As required for the security of employees and the safety of the buildings, all outside security lighting will be set to turn ON at dusk and OFF at twilight.

9. **New Lighting Controls** – Whenever possible, install motion sensor lighting controls to replace switched lighting.

10. **Medical Issues** – If there is a medical reason for departing from the lighting requirements the district shall address each issue on a case by case basis to determine an appropriate solution.

11. **Illumination Levels** - Lighting to be designed such that illumination levels fall within a given range, according to the space type. Average lighting levels are not to fall below the range's lower limit and not to exceed the range's upper limit. This is to assure all spaces are adequately lit but are not over-lit. The ranges apply to all working areas in a space, and should be sustained throughout lamp life. The following foot-candle (fc) ranges are derived primarily from *Illuminating Engineering Society of North America* (IESNA) recommended levels and NCAA gymnasium lighting best practices.

Space Type * Lighting Level Range (fc)
Classroom 30 – 50
Science Lab 50 – 70
Library 30 – 50
Office 30 – 50
Computer Lab 3 – 30
Corridor / Common Space 10 – 20
Gym (recreational) 30 – 50
Gym (standard intercollegiate) 50 – 100
Gym (WIAA broadcasting) 100 – 150
Cafeteria 10 – 20
Kitchen 30 – 50
Restroom 5 – 15
Mechanical Room 20 – 50

* IESNA recommended lighting levels to be used for other space-types not listed above.

III. Guidelines for Athletic Facilities

A. Gymnasiums

1. Lighting - District personnel shall be responsible for turning OFF lights in gymnasiums when unoccupied. If a building automation or special lighting controls are installed it will be used to its maximum potential.
2. Air Conditioning – Air conditioning will be maintained between 71 and 75 degrees if occupied and 85 degrees when unoccupied.
3. Heating – Heating will be maintained between 68 and 72 degrees if occupied and 55 degrees when unoccupied.

B. Stadium Lighting

1. Lights shall be turned on 30 minutes prior to dusk for games.

IV. Additional Guidelines

A. Approved Appliances for Classrooms and Offices – Theses types of appliances have been approved by the district and are allowed in classrooms and offices.

- Portable CD Player/Radio
- Clock/Radio
- Weather Radio
- Desk Clock
- Electronic Picture Frame
- Adding Machine/Calculator
- Electric Pencil Sharpener
- Electric Stapler
- Desk Top Fan
- Charger for Portable Computing/Communication Devise (unplug when not in use)
- Single serve Keurig style coffee maker (turned off when not in use)
- Small Microwave Ovens that are UL Listed and Energy Star rated – will be permitted, but principal and staff will be responsible for reducing the number in buildings and responsible for the cleaning of items. District is not responsible for broken items.
- Small personal refrigerator that is UL listed and Energy Star rated. Must be clean at all times with contents labeled. During summer, the refrigerator will be cleaned and unplugged. District is not responsible for broken items.

B. Prohibited Appliances for All Areas – These are devices that are low on the "green list" and are high consumers of power. In some cases, they also present safety concerns as determined by the local fire department. In other cases, they present indoor air quality issues. If utilized in the past, these need to be removed from the classroom and/or office.

Any device or appliance classified as a "resistive heat device" must be removed.

- Electric Space Heater
- Gas Space Heater
- Toaster Oven
- Hot Plate (singe or multi burner)
- Electric Griddle/Fry Pan/Wok
- Residential Coffee Makers

- Coffee Cup Warmer
- Potpourri Warmer
- Electric Candle/Warmer
- Scented Oil Warmer
- Scented Plug-In Air Freshener
- Incandescent Bulb Type Lamp
- Incandescent Bulb Type Holiday Lighting
- Lava Lamp
- Electric Blanket/Heating pad
- Electric Foot Warmer

During the school year the District will perform random inspections to ensure compliance with these guidelines. During these inspections, any prohibited appliance will be identified and removed immediately with notice provided to the room occupant. When a prohibited appliance is removed by the District during the school year, the owner will have three days to arrange pick up with the maintenance shop. If arrangements are not made to pick up prohibited appliances, they will be discarded.

Any appliance supplied by the District for support of instruction, health, and/or athletic activities or deemed necessary by the principal/director will be exempted from these guidelines. <u>These exempted appliances must be approved by the Director of Business Services or his/her designee</u>. Staff-break rooms and work rooms may contain a large refrigerator and a commercial coffee maker for staff use only.

C. Placement of Furniture - In order to provide proper operation of thermostats and sensors, furniture, equipment and electronics shall not be placed in front of or in close proximity.

D. Business Machines/Technology - Business machines, such as computers and/or monitors, copiers, printers and any other applicable office machinery shall be turned off when circumstances are appropriate. All district computers will be set to go to "sleep" after a long period in nonuse. However, if warm-up and start-up procedures are time consuming or complex, machines with hibernation function may remain on. The MJSD Technology Department will be involved in making these decisions.

E. Energy Awareness – Director of Business Services and Supervisor of Buildings, Grounds and Safety shall provide energy awareness initiatives in the District. The principal/director shall provide energy management procedures to his/her staff and be involved in periodic energy conservation inspections for compliance.

F. Energy Management System - As new buildings are designed and older systems replaced, an energy management system (EMS) will be installed on all electric hot water heaters and applicable gas heaters. The energy management system (EMS) shall be set for normal hours.

G. Heaters/Boilers - Temperature of hot water heaters/boilers shall be set as follows:

1. Water heaters for kitchen utensil and equipment sanitation shall not exceed 125 degrees.
2. Other domestic water heaters shall not exceed 110 degrees.
3. All heater temperatures shall be in compliance with health department regulations.

H. Pumps - Hot water circulating pumps shall be examined on a unit-by-unit basis to determine necessity of daily use. Pump will be operated only for a period of specific demand.

I. **Energy Audit/Reporting** – Internal energy usage audits and random inspections will be conducted each year at every facility and periodic usage reports will be made to each principal/director.

J. **Opportunities** - Any logical or practical opportunities to conserve resources via adjustments to or limited usage of equipment and lights should be addressed appropriately. Energy use habits should be examined and adjustments made as needed.

K. **Computer Server Room Temperatures** –

a. **Recommended Computer Room Temperature**

i. Operating expensive IT computer equipment for extended periods of time at high temperatures greatly reduces reliability, longevity of components and will likely cause unplanned downtime. Maintaining an ambient temperature range of 68° to 75°F (20° to 24°C) is optimal for system reliability. This temperature range provides a safe buffer for equipment to operate in the event of air conditioning or HVAC equipment failure while making it easier to maintain a safe relative humidity level.

ii. It is a generally agreed upon standard in the computer industry that expensive IT equipment should not be operated in a computer room or data center where the ambient room temperature has exceeded 85°F (30°C).

b. **Recommended Computer Room Humidity**

i. Relative humidity (RH) is defined as the amount of moisture in the air at a given temperature in relation to the maximum amount of moisture the air could hold at the same temperature. In a data center or computer room, maintaining ambient relative humidity levels between 45% and 55% is recommended for optimal performance and reliability.

ii. When relative humidity levels are too high, water condensation can occur which results in hardware corrosion and early system and component failure. If the relative humidity is too low, computer equipment becomes susceptible to electrostatic discharge (ESD) which can cause damage to sensitive components.

V. Other Facilities and Infrastructure

Exterior Lighting: Evaluate the amount of exterior lighting provided around facilities and on the grounds. Lighting is required for safety, security and way finding and can be accomplished with energy-efficient fixtures. Lighting for purposes other than safety, security and way finding should be assessed and reduced as appropriate.

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DATE: 9/19/2016

FROM: David Elliott, District Supervisor of Buildings, Grounds and Safety

SUBJECT: Harbour Place Cleaning, Landscape to include Mowing and Snow Removal Scope

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Cleaning

The following is the cleaning scope for Harbour Place:

1. All cleaning staff, dispenser supplies and equipment to accomplish below cleaning will be provided or contracted by Menasha Joint School District.
2. Cleaning services will be conducted using Menasha Joint School District contracted cleaning service Building Services Group which will be managed by Menasha Joint School District.
3. The contracted cleaning service is required to provide background checks on staff as requested.
4. Daily cleaning will be conducted from 3:30 pm to 11:30 pm not to interfere with any board or council meetings.
5. Cleaning Discrepancy Log will be provided for cleaning issues.
6. Supplies provided by Menasha Joint School District
    a. Trash Bags for office, restrooms and staff break areas
    b. Paper towels (economy)
    c. Toilet tissue (economy)
    d. Hand soap (with proper dispensers)
    e. Hand sanitizer (with proper dispensers)

Office Area / Entrances / Conference Rooms:

Daily

- Empty and clean waste and recycling containers
- Clean all door glass inside and out
- Complete dusting and disinfecting open areas of desks, counters, phones, window sills
- Vacuum carpet and rugs
- Sweep and wet mop hard floors and steps
- Vacuum upholstered furniture as needed
- Wipe baseboards as needed
- Spot clean walls and glass

Monthly

- Edge vacuum
- Clean inside office windows
- High dusting of pictures and glass cabinets
- Dust vents

"Reaching Every Student Every Day"

Restrooms and Breakrooms:

Daily

- Empty and clean waste containers
- Refill dispensers (toilet tissue, paper towels and hand soap)
- Clean and disinfect counters, hand sinks, kitchen sinks, toilets and urinals
- Clean mirrors and polish metal fixtures
- Sweep and wet mop
- Wipe baseboards as needed

Monthly

- Dust

➢ *Deep carpet cleaning conducted during 3rd week of December*
➢ *Strip, scrub and wax any hard surface floors 1st week of July*

Landscape: (applies to building property not Riverview parking lot)

Landscape Maintenance

- Remove all trash, branches, and debris prior to mowing.
- Mowing will be conducted on an assigned day. If weather disrupts a scheduled mowing, then mowing will be conducted on the scheduled rain date.
- All turf areas will be mowed between 2.5”- 3.0.”
- Finished mowing areas shall not produce any visible grass clippings.
- No mowing is to take place when staff are in close proximity.
- All equipment safety devices, including discharge deflectors must be in place and used.
- No abrupt turning or sliding of equipment shall occur which results in turf damage.
- Property damage, personal property damage, or any injury resulting from mowing activity, will be reported in full to the District Supervisor of Buildings and Grounds within one (1) business day of the occurrence.
- All trash barrels that have a turf area located beneath will be shifted each week to mow and allow the turf to recover properly from a lack of sunlight and moisture.
- String trimming will be done around signs, curbs, and parking lot concrete stops, and along road guardrails.
- All concrete sidewalks will be edged weekly with a string trimmer and twice a year with an edging machine to maintain a visible edge between the sidewalk and turf.
- All debris will be blown / swept off of all sidewalks after mowing is completed.
- Maintain a weed free environment in all mulched beds and base of the trees. This process will include removal of weeds (a bi-weekly walk through will occur at the time of scheduled mowing) and the application of a pre/post chemical as necessary.
- Applications of pre/post chemical must be applied by a Certified Pesticide

Applicator. Contractor shall provide the district with a copy of pesticide records.

- Re-edging of all mulched beds will occur bi-weekly with a string trimmer to ensure that a visible edge is maintained throughout the season.
- Areas inaccessible to mowers must be weed-wacked.

Spring Landscape Maintenance

- At the beginning of mowing season:

  - Remove accumulated winter trash and debris from lawns and bed areas.
  - All existing mulched beds and sidewalks shall be edged with a mechanical edger. Mulch beds are to be cleaned-out and weeded and re-mulched. Mulch to be used will be premium brown mulch.
  - At this time a pre and post emergent chemical shall be applied. All chemical application will comply with Wisconsin Pesticide rules and regulations.
  - Concurrently all shrubs and trees up to a height of 10 feet will be professionally pruned and all debris removed from the premises.

Fall Landscape Maintenance

- At the conclusion of mowing season and when the majority of leaves are off of the trees, remove accumulated fall leaves and debris from lawns and bed areas.

Snow/Ice Removal

- All parking lots and drives must be cleaned to a hazard free condition for all personnel and visitors by 6:30 a.m. weekly (including holidays) following or during the snowfall. There are no exceptions to this condition unless authorized by the District Supervisor of Buildings, Grounds and Safety. Plowing to clear snow by 6:30 a.m. is also required if snow is continuing to fall prior to that time.

- District will stake all curbs, islands, and other areas to prevent concrete, lawn and other damage.

- Any snow accumulation of one (1) inch or more automatically necessitates plowing of all areas.

- Under no circumstances are parked vehicles to be plowed in.

- All areas are to be plowed first before salting is done.

- All parking lots areas should be widened out as soon as possible after the main plowing and salting is completed. Large piles of snow at the perimeters may, at times, be required to be pushed back but only after the ground is frozen.

- Excess snow/ice shall be removed as part of the contract herein to indicated pile areas.

- Snow needs to be plowed away from the buildings and definitely never be plowed against any door, stairwells, or other emergency exit areas. Likewise, no

snow is to be pushed up against or dumped on cyclone fencing, trash dumpsters, or fire hydrants. Any repair to be done to a fence or other structure is at the cost of the contractor.

- Salting is to be sufficient to prevent slipping and sliding and uniformly spread using appropriate spreading equipment. Sand may be used only with the approval of the Supervisor of Buildings, Grounds and Safety.

- Salting is not a suitable substitute for a required plowing at any time.

- Response to emergency calls for salting and/or plowing at any time during any 24 hour period is to be immediate.

- Any damage done by plowing equipment to personal vehicles parked on school district lots is to be reported to the Supervisor of Buildings, Grounds and Safety immediately.

- Spring cleaning of areas where snow was piled up. Including, but not limited to debris in snow banks and lawn damage caused by snow banks.

- Snow / Ice on sidewalks are not the responsibility of the contractor. The contractor shall not place snow from lots / drives on sidewalks.

o **Additional Lawn/Landscape/Snow/Ice Information**

- Initial spring and fall terminal growing season clean up and disposal of debris (including leaves).

- Pick up and dispose of debris from lawns before and after each mowing.

- Keep landscape neat and orderly. Weeds should never be present for more than 48 hours. Landscape rocks / woodchips should be kept in beds. Weeds should never be present in parking lots or in spaces between hard surfaces and building. Spraying a weed in landscaped area and not removing the weed is unacceptable. All weeds must be removed.

- Trimming and pruning of shrubs and trees to be done at least twice per year.

- Remove grass clippings from walks, parking areas and drives after each mowing. Never have clippings in city streets.