

This Lease, made this _____ day of _____ 20____

by and between Charles P. Bucolt Real Estate,
hereinafter called "Lessor," party of the first part, and City of Milwaukee
hereinafter called "Lessee," party of the second part.

Witnesseth:

That Lessor hereby demises and leases unto Lessee and Lessee hereby hires and takes as tenant that portion of the first floor consisting of approximately 12,538 square feet depicted on exhibit "B"
on the 1st floor of the building known as 4200 North Holton (aka 4300 N Richards St)
Building, in the City of Milwaukee Wisconsin, to be occupied and used as office and warehouse for the election commission
on the following terms and conditions:

1. The term hereof shall begin the 15th day of February 2009, and shall end at 5:00 o'clock P.M. on the 14th day of February, 2010 and thereafter from year to year under the same terms and conditions, as related in Exhibit "A".
2. As rent for said premises Lessee shall pay to Lessor at its office P.O. Box 11509, Milwaukee, WI 53211 the sum of **** \$37,699.26 **** Dollars, payable on the first business day of each month in monthly installments of **** \$3,141.60 **** Dollars, in advance and without demand in legal currency of the United States.
Effective July 1, 2009 and until December 31, 2009 Lessee shall rent an additional 3,538 square feet of space located at 4300 N. Richards St. and pay to Lessor additional monthly rent therefor the amount of \$893.33.

LESSOR'S OBLIGATIONS

3. It is agreed between Lessor and Lessee that, Lessor shall between the first day of October and the thirty-first day of May, provide such steam heat for the demised premises in the opinion of Lessor to be necessary. Lessor shall not be liable for any failure, not due to Lessor's negligence, to supply steam.
4. If, during the term of this lease, the building is so injured by fire or other casualty, not occurring through Lessee's negligence, that the demised premises are rendered wholly unfit for occupancy, and said demised premises cannot be repaired within sixty days from the happening of such injury, then this lease shall cease and determine from the date of such injury.
5. If, in any proceeding, Lessee's estate shall be brought into liquidation, or if attachment or execution shall issue against Lessee, and not be satisfied, released or superseded within thirty (30) days, or if premises be deserted, vacated or closed, then the rent for the entire unexpired term of this lease shall become due and payable.
6. If any monthly installment of rent or any charge included herein as rent shall remain unpaid 30 days, then all rent for the entire unexpired term of this lease shall at once become due and payable.
7. The Rules and Regulations of the premises as printed below hereof and such reasonable alterations and modifications thereof and additions thereto as may from time to time be made by Lessor, shall constitute and are hereby made a part of this lease.
8. Any notice or demand hereunder shall be sufficiently given or made upon Lessee if addressed to Lessee at the leased premises and deposited in the United States mail.
9. Lessee shall hold Lessor harmless from any loss or damage which Lessee, its agents or employees may sustain by reason of any strike, lockout or other labor disturbance, civil commotion or act of God affecting the Lessor or the demised premises or any tenant therein.

LESSEE'S OBLIGATIONS

10. It is agreed between Lessee and Lessor that,
 - (a) Lessee shall not make any alterations, additions or improvements to the demised premises without Lessor's prior written consent, which consent shall not be unreasonably withheld.
 - (b) Lessee shall, at the expiration of this lease, return the demised premises to Lessor in equivalent condition, ordinary wear and tear excepted.
 - (c) Lessee shall not assign this lease or sublease the demised premises without Lessor's prior written consent.
 - (d) Lessee shall hold Lessor harmless for any loss or damage which Lessee, its agents or employees may sustain, (a) from theft or burglary in or about the premises, by whomsoever committed, (b) from interruptions in any service, from any cause whatsoever, (c) from damage or injury not caused by negligence of Lessor.
11. The covenants, conditions, and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and sublessees as may be permitted hereunder.
12. See attached Exhibit "A" for additional terms and provisions incorporated herein by reference.

RULES AND REGULATIONS

1. Wherever in these Rules and Regulations the word "Lessee" is used, it shall be taken to apply to and include the Lessee and his servants, clerks, employees and other representatives, visitors, customers, clients, patients, and common carriers, and is to be deemed of such number and gender as the circumstances required. The word "room," or "rooms" is to be taken to include the space covered by Lease. The word "Lessor" shall be taken to include the Lessor's Renting Agent.
2. The streets, sidewalks, entrances, halls, passages, elevators and stairways shall not be obstructed by Lessee, or used by him for any other purpose than for ingress and egress.
3. Subject to strikes, accidents, need for repairs or improvements and any and all other causes beyond Lessor's reasonable control, Lessor will furnish without extra charge a reasonable amount of water.
4. Toilet rooms, water-closets and other water apparatus shall not be used for any purposes other than those for which they were constructed.
5. Tenants shall not do anything in the premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the building or any part thereof, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of said premises, which are or may hereafter be enacted or promulgated by any public authority or by the Board of Fire Underwriters.
6. In order to insure proper use and care of the premises Lessee shall not be permitted to
 - a. Keep animals or birds on the premises.
 - b. Use premises as sleeping apartments.
 - c. Allow any sign, advertisement or notice to be fixed to the building, inside or outside, without Lessor's consent.
 - d. Commit improper noises or disturbances of any kind. Sing, play or operate any musical instrument, radio or television without first securing consent of Lessor.
 - e. Mark or defile elevators, water-closets, toilet rooms, walls, windows, doors or any part of building.
 - f. Allow any article to be placed upon window ledges or dropped from windows, skylights or stairways. Throw dirt or other substances into halls, stairways, elevators or light-wells of building.
 - g. Cover or obstruct any window, skylight, door or transom that reflects light.
 - h. Interfere with the heating apparatus. Lessee shall pay for natural gas for heating purposes.
 - i. Leave premises without closing windows, locking doors and extinguishing all lights.
7. Lessor reserves the right to make any and all alterations in said building as may be required by Lessee, the expense of such alterations to be paid by Lessee.
8. Lessor shall not be responsible to Lessee for any non-observance of rules and regulations on the part of other tenants.
9. Lessor shall have the right to prohibit any advertising by Lessee which, in its opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Lessor, said Lessee shall refrain from or discontinue such advertising.
10. The Lessor shall have the right to make such other and further reasonable rules and regulations as, in the judgment of the Lessor, may from time to time be needful for the safety, care and cleanliness of the premises and for the preservation of good order therein.

Witness the due execution hereof the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF

Charles P. Bucolt Real Estate, Lessor

By _____ SEAL

City of Milwaukee, Lessee

By _____ SEAL
Commissioner

Countersigned

By _____ SEAL
Comptroller

EXHIBIT A

The following is a part of that certain Lease between Charles P. Bucolt Real Estate ("Lessor") and City of Milwaukee, a Wisconsin municipal corporation ("Lessee"), with respect to the lease of a portion of that certain building known as 4200 N. Holton Street, whose address is also known as 4380 N Richards St., Milwaukee, Wisconsin (the "Building"). The terms of this Exhibit A shall supersede any provisions to the contrary in the printed Lease form to which this Exhibit A is attached.

1. **First month's Rent.** Upon execution of this Lease, the Lessee shall pay to the Lessor the first month's rent in the amount of \$3,141.60, which shall be credited to the rent due by the Lessee for the first month of the Lease.

2. **Rent.** The rent for the demised premises shall be as set forth on attached Lease.

3.a **Real Estate, Taxes, Electricity.** It is understood that the total rentable area of the Building is 350,000 square feet and that the rentable area of the demised premises is 12,358 square feet, resulting in Lessee's proportionate share of 3.81 % of the general real estate taxes for the Building which shall be payable quarterly in deposits in the months of March, June, September and December at the time the monthly Base Rent is payable hereunder.

The Tax deposits hereunder shall be calculated on the basis of the previous year's net general real estate taxes and there shall be a reconciliation with each party paying its appropriate share upon receipt of the actual tax bill. Since this Lease commences and ends on dates other than the first and last day of the tax year, the Lessee's obligation for real estate taxes due and payable in the first and last years of the Lease shall be prorated. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to pay any portion of any special assessments levied against the Building.

Electrical charges for the Building shall be passed through to the Lessee on a proportionate basis of 3.81 % thereof. It is understood that if any other tenant or occupant of the Building uses a disproportionate share of electricity, then such percentage shall be equitably adjusted.

b. **Gas.** To be a separate meter by Lessee and paid for by Lessee.

4. **Parking.** The Lessee shall have the exclusive use of the North parking lot as depicted on Exhibit C, consisting of not less than 4 parking spaces. Parking is directly along the North Building line at front entrance way. Lessor reserves the right to change the location of such parking during the original term or the extended term. Lessor reserve the right to relocate parking spaces as needed to ascertain traffic patterns around the building as dictated by any local municipalities fire district.

5. **Lessor Initial Work.** The Lessor shall, at Lessor's expense, complete the following work, which work must be completed prior _____ TBD.

All of Lessor's work if any repairs are not fully completed in a good and workman-like manner, the Lessor agrees to hire the appropriate contractor to correct the defective condition to mutual satisfaction of the Lessor and Lessee. All work shall be free and clear of any claims for construction liens.

Lessor shall complete the following:

- A. Steam clean carpet
- B. Repair roof so it is leak free
- C. Replace stained ceiling tiles
- D. Build restroom along east wall (1) ADA toilet, (1) lavatory with hall to new restroom. This item will be completed 90 days after occupancy. Providing a 2 week turn around at City of Milwaukee Plan and Review Board.
- E. Repair Entrance Awning.

6. **Lessee Responsibilities.** The following shall be the Lessee's responsibilities.

A. Lessor shall not be required to provide daily janitorial services, such services shall be provided by Lessee. Lessee shall supply their own janitorial supplies as needed.

B. Lessee shall provide its own vinyl wall finishes.

C. Lessee shall be responsible for removal of its own bulk and trash and shall supply its own dumpsters, which must be located N of entrance door at Lessee's parking area as outlined on Exhibit "B".

D. Lessee shall provide its own telephone and paging system.

E. Lessee shall be responsible for light bulb replacement.

F. Lessee shall turn the lights off when not in their space w/exception of one light for life safety issues.

G. Lessee shall be required to grant Lessor access to the premises, after reasonable notice from Lessor, to perform maintenance periodically or as deemed appropriate by Lessor, provided, such access does not materially interfere with the operation of Lessee's business.

H. Lessee agrees to repair any alterations to the space made to accommodate equipment or machines to the same condition the Building was in at the time of occupancy, normal wear excepted. When the Lessee vacates, the Lessee shall clean the walls and ceiling from any dirt, dust or grime. The bathrooms must be cleaned including all porcelain fixtures and chrome polished. The floor must be swept and all garbage and debris removed from the space as well as the building's grounds.

I. Lessee assures Lessor that there shall be no objectionable odor in the balance of the office and shall remove or remedy such odor if present.

J. Lessee shall enforce a no smoking environment or designate a smoking area accordingly.

K. Lessee's identification signage to be approved by the Lessor and installed by Lessor.

L. Lessee shall use the space for warehouse and office use.

M. Lessee shall be responsible for all office cubicle partition "Hook Up", Electrical, Venting, Piping, or Water connections.

N. Lessee shall have licensed vendors who perform any work within their space adhere to local, state and federal codes, as well as OSHA and local first administrative agencies.

O. Lessee shall keep the toilets clear and keep from excessive line plugging.

7. **Other Lessor Responsibilities:** Lessor shall provide and be responsible for the following, at Lessor's expense, during the term of the Lease

A. Lessor shall provide water and sewer service.

B. Lessor shall be responsible for ballast replacement only.

8. **Insurance:** Waiver of Subrogation. Lessor shall carry fire and extended coverage insurance on the building. Lessor and Lessee and all parties claiming under them hereby mutually release and discharge each other from all liability, whether caused by the negligence of either party or otherwise, in connection with the loss covered by insurance policies which releaser carries pursuant to the terms hereof, but, only to the extent of the loss collected under said insurance policies.

9. **Maintenance and Repair.** The Lessor shall be responsible for all maintenance, repair and replacements to the Building (including any roof repair for leaks), parking areas and sidewalks, (including snow and ice removal), including without limitation, the heating units, plumbing, roof, walls structure, etc. Snow removal has a cap of 80 inches per winter season in the base rate. If for any reason the snow load is in excess of 80 inches the Lessee shall pay their appropriate share of snow removal.

10. **Relocation.** The Lessor has the right to relocate the tenant within the Building to comparable space during the term of this lease at the Lessor's expense. Lessor shall provide a 30 day notice prior to relocation.

11. **Option to Extend the Term.** The Lessee shall have the option to extend the term of this Lease for an additional three (3) terms of one (1) year periods upon the same terms and conditions as set forth in this Lease, except that the Base Rent for the one (1) year extended term shall be as shown on Schedule 1. The Lessee shall exercise this option by written notice to the Lessor at least ninety (90) days prior to the expiration of the initial term. If the Lessee fails to exercise its option to extend, the term of the Lease shall expire on December 31, 2009. The option year one shall extend for the following term January 1, 2010 to December 31, 2010. The option year two shall extend for the following term January 1, 2011 to December 31, 2011. The option year three shall extend for the following term January 1, 2012 to December 31, 2012

12. **Month to Month Tenancy** If the tenant does not vacate the premises on December 31, 2009, the Lessee shall pay the Lessor an additional 25% of additional rent over and above the last rent payment. This will remain in effect until the Lessee vacates the space.

13. **Improvements and Alterations.** Alterations, installations, additions and improvements ("Improvements") to the premises shall be made only upon the written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Improvements by Lessee shall be made at Lessee's sole cost and expense and any contractor or person selected by Lessee to make Improvements must be first approved by Lessor. All Improvements shall be made in a good and workman-like manner and in compliance with all governmental requirements and rating bureau recommendations. Lessee shall obtain all necessary permits from governmental authorities and provide Lessor with copies thereof. Lessee shall promptly repair any damage and perform any necessary clean-up to the Building or its contents resulting from any Improvements made by Lessee. All Improvements, temporary or permanent (except trade fixtures, furniture, equipment and improvements belonging to Lessee which are removable without causing damage to the Building) in or upon the premises, whether placed there by Lessee or Lessor, shall be Lessor's property and shall remain upon the premises, all without compensation, allowance or credit to Lessee and shall not constitute additional rent or payment in lieu of Base Rent or additional rent. Lessee agrees not to create, incur, impose, permit or suffer to exist any lien or other obligation against the premises of Lessor by reason of any Improvements, and Lessee agrees to hold Lessor harmless from and against any such lien claim. At its expense, Lessee shall cause to be discharged within thirty (30) days of the filing thereof any construction lien claim filed against the premises or the Building for work claimed to have been done for, or on behalf of, Lessee; provided, however, that in the event of a good faith dispute by Lessee as to the validity of such lien to furnish Lessor within such thirty (30) days period with a bond or other security satisfactory to Lessor indemnifying Lessor against loss by reason of any such lien.

LESSOR;

Charles P. Bucolt Real Estate and/or his agent

Dated _____

LESSEE:

City of Milwaukee

By _____
Elaine M. Miller
Special Deputy Commissioner
Department of City Development

Counter signed

By _____
Comptroller

Dated _____

PROPOSED
CITY OF MILWAUKEE
BOARD OF ELECTION COMMISSION
4300 N. RICHARDS STREET
OCTOBER 2, 2008

EXHIBIT B

