REQUEST FOR INFORMATION

RELOCATION PREMISES FOR WEDC TENANCY

Issued: June 9, 2020

Responses Due: June 26, 2020
REQUEST FOR INFORMATION

RELOCATION PREMISES FOR WEDC TENANCY

OVERVIEW

The purpose of this Request for Information ("RFI") is to obtain information that will allow the Wisconsin Economic Development Corporation ("WEDC") and its real estate advisor, Cresa Global, Inc. ("Cresa") to engage with a real estate developer/landlord (hereinafter referred to as "Landlord") to create a lease transaction that will provide WEDC with a new facility to accommodate WEDC's tenancy. This RFI is a request for information based on WEDC’s anticipated facility needs; it is neither a binding legal agreement nor should it be construed as a legal offer to lease.

ABOUT WEDC

The Wisconsin Economic Development Corporation ("WEDC") is a public body corporate and politic governed by Chapter 238 of the Wisconsin Statutes. WEDC was created under 2011 Wisconsin Act 7 and 2011 Wisconsin Act 32 to replace the economic and community development operations of the former Wisconsin Department of Commerce and to serve as the State of Wisconsin’s lead economic development organization.

WEDC provides grants, loans, loan guarantees, tax credits and other financial and technical assistance to businesses and organizations in Wisconsin for the purpose of strengthening economic development in the state. As of June 30, 2019, WEDC had approximately 118 employees, a cash and investment balance $96.7 million, and annual operating expenditures of $54.1 million. WEDC operates six economic and community development divisions and nine finance and administrative departments primarily in the Madison, Wisconsin location.

QUESTIONS REGARDING THIS RFI

For clarifications regarding this document, the WEDC and Cresa contacts, listed below, will accept questions via e-mail, until **EOD June 16, 2020: provided, however, the WEDC and Cresa contacts must be contacted simultaneously.** Each recipient of the RFI will be allowed to submit up to ten (10) questions. Those questions received by the question deadline will be answered by the WEDC or Cresa contact and circulated via e-mail to all firms who have posed a question or who request, in writing, a copy of the questions and the responses.

INSTRUCTIONS FOR SUBMITTING A RESPONSE

Response Deadline

Completed responses, including all Attachments, must be delivered to the WEDC and Cresa contact, listed below, via electronic mail no later than June 19th, 2020. Time is of the essence. Any response not meeting this deadline may not be accepted or considered.

**WEDC’s contact:**
Mr. Brian Nowicki
Chief Financial Officer

**Cresa’s contact**
Mr. Tim Rikkers
Managing Partner
Responses should be compiled in the following order:

1. **Responses to the RFI**

   With respect to the section titled “RFI Occupancy Terms and Conditions”, beginning on page Six (6) including all Exhibits and Attachments. WEDC reserves the right to request additional information.

2. **Public Records Acknowledgement Form**

   Under Wisconsin’s public records law (Wis. Stat. §§ 19.31-19.39, the “Public Records Law”), all responses shall be deemed public records and shall be subject to requests for public disclosure. The firm should assume that materials included in its response, and any resulting Contract and/or services, constitute and are presumed to be public records and, as such, may be subject to disclosure under the Public Records Law, unless an exception is applicable. **Attachment A, ”Public Records Acknowledgement”** provides for additional information about the Public Records Law and the steps necessary for the firm to claim that materials included in a response are exempt from disclosure. The Public Records Acknowledgement must be completed, with a designation made to question (iii), signed by an authorized officer of the firm, and submitted with the response.

3. **Representations and Warranties**

   **Attachment B, ”Representations and Warranties”** must be signed by an authorized officer of the firm and submitted with the response.

4. **Comments to WEDC Contract Provisions**

   WEDC and the selected Landlord will enter into a Real Estate Development Agreement/Lease with WEDC (the “Contract”) that incorporates by reference the response to this RFI. Although the commercial terms not addressed in this RFI will need further negotiation by the parties, there are some standard terms and provisions that WEDC requires in the Contract - those provisions are attached as Attachment C, ”Key Contract Provisions”. Firms must include with their response any comments and proposed revisions that they wish to negotiate on those provisions as part of the response. While comments and proposed revisions will not disqualify candidates from consideration, they will be a factor in the evaluation process.

**SELECTION PROCESS**

The selection process under this RFI will be as follows:

**Non-Qualifying Responses**

WEDC and Cresa will evaluate each response to determine if it was submitted in accordance with the requirements set forth in this RFI. All non-qualifying responses not subject to the waiver/cure of minor information will be rejected at this time and the firm so notified.

**Selection of Finalists**

The responses will be evaluated by a WEDC Evaluation Committee. Based on the response(s) of this RFI, the Evaluation Committee may select a finalist(s) for further consideration. The selected firm(s) may be invited to an on-site interview with the Evaluation Committee. Notwithstanding anything to the
contrary contained herein, WEDC reserves the right to request additional information from firms and reserves the right to reject any response without specifying the reason for its actions.

**Selection of Landlord(s)**

The Evaluation Committee intends to rank the finalists and make its selection and intends to commence Contract negotiations with selected firm or firms. The following is the tentative schedule for this RFI. All dates are subject to modification by WEDC.

<table>
<thead>
<tr>
<th>Schedule Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFI</td>
<td>June 9, 2020</td>
</tr>
<tr>
<td>Question Deadline (Firm)</td>
<td>June 16, 2020</td>
</tr>
<tr>
<td>Delivery of RFI Occupancy Terms and Conditions and</td>
<td>June 26, 2020</td>
</tr>
<tr>
<td>Response Deadline</td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL ITEMS**

**Withdrawal/Irrevocability of Responses**

A firm may withdraw and resubmit a response prior to the response deadline. No re-submissions will be allowed after the response deadline.

**Waiver/Cure of Minor Informalities, Errors and Omissions**

WEDC reserves the right to make adjustments to the RFI Occupancy Terms and Conditions listed below and permit cure of minor informalities, errors or omissions prior to the selection of finalists, and to conduct discussions with any qualified firms and to take any other measures with respect to this RFI in any manner necessary to serve the best interests of WEDC and its beneficiaries. Any waiver or opportunity to cure may be made to one or more firms in WEDC’s sole discretion, and WEDC has no obligation to offer the same or similar waiver or opportunity cure to any other firm.

**Communications with WEDC**

WEDC and Cresa’s contacts for this RFI are listed on page Three [3]. In order to ensure the integrity of the RFI process, during the selection process, the firm may not initiate communications with any other WEDC or Cresa representative regarding this RFI (for clarity, this does not prohibit communications in connection with an existing contractual relationship between WEDC or Cresa and the firm that are unrelated to this RFI). Failure to observe this rule may be grounds for disqualification.

**Incurring Costs**

All costs of preparation and presentation associated with responses to this RFI are the responsibility of the firm. Firms may be asked to make a presentation if selected as a finalist. None of the costs associated with this presentation (including travel) will be reimbursed by WEDC or Cresa.

**Award**

WEDC reserves the right to refrain from awarding all or any part of the engagement contemplated by this RFI.

**Information and Representations**

Landlord shall be bound by the information and representations contained in any response submitted.
**FIRM INFORMATION**

| **FIRM NAME:** |  |
| **ADDRESS:** |  |
| **TELEPHONE #:** |  |
| **FASCIMILE #:** |  |
| **E-MAIL ADDRESS:** |  |
| **CLIENT CONTACT:** |  |
| **SIGNED:** |  |
| **NAME (print):** |  |
| **TITLE:** |  |
| **DATE:** |  |
RFI OCCUPANCY TERMS AND CONDITIONS

DISCLAIMER: WEDC is a public agency subject to Wisconsin’s public record law (Wis. Stat. §§ 19.31-19.39, the “Public Records Law”), which provides generally that all records relating to a public agency’s business are open to public inspection and copying unless exempted under the Public Records Law; for example, Wis. Stat. § 19.36(5) provides an exemption for “trade secret” information.

Materials submitted to WEDC in connection with this packet are open to public inspection under the Public Records Law unless such materials fall within an exemption under the Public Records Law. In addition to the requirements listed in Attachment A, please include in any response to this RFI, an indication, in writing, of what you believe to be exempt from disclosure. These requests, if any, will be reviewed internally by WEDC.

LANDLORD: Please provide a full description of the entity and financial structure of the ownership of the proposed Building (“Landlord”).

COVID-19: Please indicate protocols intended to address COVID-19. These protocols should include, but not be limited to:

- Construction
- Operations
- Security
- Decontamination
- Social Distancing

BUSINESS CONTINUITY: Please indicate any plans, protocols, etc. that are in place to address disasters or unplanned incidents that could impact access or use of the Building, Site, Parking Areas, etc.

FINANCING: Please describe the financing structure for the Base Building, Site, Site Improvements, WEDC Improvements, etc.

CRITICAL DATES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease Execution</td>
<td>September 1, 2020</td>
</tr>
<tr>
<td>Landlord to Deliver Base Building</td>
<td>Please indicate the earliest available date</td>
</tr>
<tr>
<td>Early Occupancy / WEDC Improvement Period</td>
<td>Please indicate the earliest possible date</td>
</tr>
<tr>
<td>Rent Commencement Date</td>
<td>Please confirm a date that is five (5) months following the commencement of the WEDC Improvement Period</td>
</tr>
</tbody>
</table>

BASE BUILDING AND SITE: Please propose the construction of a multi-story, multi-tenant, Class-A office building and parking area(s) (collectively, “Base Building”) to accommodate WEDC’s tenancy. WEDC has provided Exhibit A – “Preliminary Base Building Specifications and Guidelines”. Exhibit A is a guideline, not a mandate, and WEDC will consider variations.
Notwithstanding anything to the contrary contained herein, the Base Building attributes shall align with Class A building standards and include, but shall not be limited to:

- First floor lobby and common area
- Men’s and Women’s restrooms on each floor of the Building
- Electric and communications closets on each floor of the Building
- Mechanical rooms and associated shafts where necessary
- Electric supply to the Premises shall accommodate WEDC’s requirements, that are estimated to be consistent with typical office user requirements. The Premises shall be separately metered so that WEDC can pay its electricity costs directly to the service provider
- HVAC supply to the Premises to accommodate WEDC’s requirements, that are estimated to be consistent with typical office user requirements, including but not limited to, fan units, high and medium pressure duct work, VAV or other air control units and digital control system installed to fully coordinate with WEDC’s plans
- Life safety systems sufficient to maintain certificate of occupancy and installed to fully coordinate with WEDC’s plans
- Sprinkler system sufficient to maintain certificate of occupancy and installed to fully coordinate with WEDC’s plans
- Connection points outside of the Building core for 24-hour access to condenser or chilled water lines, hot and cold domestic water lines, sanitary and vent lines, security system and any other building system access required by WEDC’s plans
- Sheetrock installed to fully coordinate with WEDC’s plans on core walls, columns and perimeter walls ready for WEDC’s finish application
- Concrete floors clean, smooth and ready for WEDC’s finish application, including level within ¼” over 10 lineal feet, non-cumulative
- An access control system for the Building and Premises
- A loading area with a dock and grade level door. This area can be common to the Building but must be able to be secured
- Window coverings either bagged for protection or installed to coordinate with sequencing of WEDC’s construction schedule
- Exercise Room, with adjacent showers and lockers
- Shared Conference Room, Capacity of a minimum of 100
- Indoor bicycle storage

In your response, please confirm:

- Landlord shall provide full architectural, mechanical and engineering drawings for the Base Building;
  - WEDC and their representative(s) will have the right to review and comment on Base Building drawings while in production at major design
milestones (Schematic Design, Design Development and Construction Documents) for the purposes of coordinating WEDC’s requirements

- Landlord shall allow for a competitive bid process encompassing the Base Building and WEDC’s Premises, using the same or different general contractors;
- During construction of the Base Building, there shall be no charges of any kind to WEDC for supervisory, development or general contracting fees, nor charges for access to the loading docks, elevators, dumpsters or electrical service

Include in your description of the Base Building, without limitation, the Building’s proposed: electrical and lighting capacity in watts/RSF; rooftop capabilities and availabilities (for a rooftop deck and additional cooling, risers, and antennae/dish); mechanical, electrical and plumbing systems; HVAC specifications; elevator systems; and number and locations of docks and access thereto.

AMENITIES: Please include a detailed description of amenities planned for the Building, including but not limited to: fitness center, outdoor and/or rooftop spaces, food service, retail, security, bicycle room and concierge.

INITIAL SPACE REQUIREMENT / PREMISES: WEDC estimates its occupancy needs to be between 21,000 – 25,000 useable square feet (“Premises”). Please indicate the location of the Premises in the Building and propose this range, with the acknowledgment that it may change. In proposing this square footage, please acknowledge that WEDC will have pre-commencement options to increase or decrease the Initial Space Requirement.

Confirm that all space in the Building and Premises will be measured and calculated in accordance with 1996 BOMA Standards (ANSI Z65.1-1996). All square footage calculations shall be subject to confirmation by WEDC’s architect. Notwithstanding anything to the contrary contained herein, any applied add-on factors shall not exceed 16.50%.

SPACE PLANNING: Landlord agrees to pay for a preliminary space plan, and two revisions, at the Building, regardless of whether WEDC ultimately selects the Building; provided however, Landlord’s costs shall not exceed $.15 per rentable square foot. This payment shall neither be refundable to Landlord nor shall it be included in the Tenant Improvement Allowance.

LEASE TERM: Please propose 10 and 15 year terms from the Rent Commencement Date and make any adjustments to Year 1 Base Rent, Tenant Improvement Allowances, Parking Costs, etc. as appropriate.

BASE RENT RATE: Please propose a Year 1 Base Rent per rentable square foot, net of real estate taxes and Operating Expenses. In addition, please indicate any scheduled increases to Base Rent. Note that WEDC
shall not pay Base Rent or Operating Expenses during the Early Occupancy period.

**OPERATING EXPENSES:** WEDC shall pay WEDC’s proportionate share of the Building’s operating costs including real estate taxes, insurance and common area maintenance. Controllable Expenses shall be defined as all operating and common area expenses other than utilities, snow removal, property taxes and insurance and shall not increase by more than 3.0% in any given year from the previous year. Exclusions to Operating Expenses shall include those items listed in Exhibit B – “Exclusions to Operating Expenses”.

There shall be a maximum annual charge of two percent (2.0%) of the annual Base Rent as a Landlord charged property management fee. All Operating Expense accounting shall be consistently applied from year to year. WEDC shall have industry standard audit rights of Landlord’s Operating Expense accounting.

In the event of any capital repair or replacement, the cost of such repairs or replacements shall be amortized on a straight-line basis over a period equal to the useful life thereof and included in Operating Expenses only to the extent of the amortized amount for the respective calendar year. Notwithstanding the foregoing, WEDC shall not have exposure to any capital repair or replacement until month thirty-seven (37) of the Term; and the cost of any Landlord’s Work shall not be included in Operating Expenses.

**TENANT IMPROVEMENT ALLOWANCE:** Please indicate the Tenant Improvement Allowance (“TIA”) on a rentable square foot basis that Landlord will provide to WEDC for the cost of improving the Premises and all related fees and expenses. The Tenant Improvement Allowance shall only be applied following the completion of the Base Building.

**CONSTRUCTION:** At Tenant’s option, this may be a Tenant-managed build-out and Tenant may use a third party project manager to oversee all aspects of the project on Tenant’s behalf. The cost to Tenant for this service may be included in the TIA offered by Landlord.

Tenant shall have the unilateral right to name its contractor(s). There shall be no construction management fee or other fee charged by Landlord for Tenant’s interior construction, nor shall there be any fee charged by Landlord or Landlord’s architect for the review of Tenant’s architectural and/or MEP plans. In addition, if performance or payment bonds are required by Landlord, then such shall be at Landlord’s expense. At Tenant’s option, Tenant may hold any and all construction contracts with regard to the Tenant Improvements.

**ARCHITECT** Tenant shall have the unilateral right to engage its own architect/space planner (and engineers/consultants), which cost(s) shall be paid for as part of the Tenant Improvement Allowance. At Tenant’s option, Tenant may hold any and all architecture contracts with regard to the Tenant Improvements.
SECURITY DEPOSIT: Confirm WEDC will neither be required to post a security deposit nor securitize the lease in any way.

OPTIONS TO RENEW: WEDC shall have three (3) rights to renew the lease, each for a 5-year period at 90% of the then current market rate, each upon twelve (12) months prior written notice.

MARKET DEFINITION: For the purpose of expansions and renewals, the market rate ("Market") will be the rent rate for non-renewing/non-extending tenants for space of comparable size, location and conditions in comparable buildings within the market area. Market will take into consideration the following: location, quality, age, floor levels, common area factors, finish allowances, rental abatements, parking charges, lease assumptions, moving allowances, space planning allowances, refurbishment allowances, lease commissions and any other concession or inducement, expense stop, other rental adjustments, credit standing of WEDCs, lease term and any other terms that would be relevant in making a market rate determination. WEDC will receive the benefit of the value of the inducements that come with the market rate either by receiving the value in like concessions or discounting the value from the market rate.

RIGHTS OF FIRST OFFER & REFUSAL: Indicate Landlord’s willingness to grant WEDC ongoing rights of first offer (at 95% of Market) and rights of first refusal to lease (coterminal with the Lease Term) all space coming available in the Building.

ASSIGNMENT OR SUBLEASING: WEDC shall have the right to sublease and assign all or any portion of the Premises, subject to Landlord’s consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign or sublet the Premises, or any portion thereof, without Landlord’s consent, to any entity which controls, is controlled by or is under common control with WEDC, or to any entity resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant (a “Permitted Transfer”), provided that said assignee assumes, in full, the obligations of WEDC under the Lease.

There will be no charge imposed on WEDC as a condition of obtaining Landlord’s consent; all rights and options will remain with the lease upon a sublease or assignment; and Landlord will not be entitled to any right of recapture.

SIGNAGE/NAMING: Indicate Landlord’s willingness to grant WEDC, at its option, the following exclusive rights: to install Building dominant signage with WEDC’s full name (and/or that of subsidiaries and affiliates) or as otherwise elected by WEDC on an exterior monument and/or on the curtain wall of the Building; to install signs within the first floor lobby; and to have the Building named for WEDC.

SELF-HELP: Indicate Landlord’s willingness to grant WEDC rights to self-help and offset upon prior notice to Landlord and appropriate rights for Landlord to cure Landlord default.
PARKING: WEDC currently estimates a parking requirement of 4.0 spaces per 1,000 RSF leased. Parking stalls should be under the building or attached in a covered/heated structure. Describe the Building’s proposed parking facilities, the total number of spaces planned, and the maximum number that will be allotted to WEDC (reserved and unreserved) and the proposed monthly and daily charges, if any. Confirm that WEDC’s allocation of spaces will increase proportionately for any additional space leased. Please also describe adjacent and other nearby parking facilities, if any, and monthly and daily parking rates.

STORAGE AREAS: Indicate the amount, locations, rental rate and availability of storage space within the Building.

ROOF RIGHTS: At no cost to Tenant, Tenant shall have use of the roof for installation of its own communications devices. Tenant, at Tenant’s sole cost, shall repair any damage caused by any roof penetration at the installation or removal of such devices.

BUILDING SECURITY: Please indicate how the Landlord will provide physical security for the Building and parking areas. Further, please confirm that WEDC may install security systems(s), including, but not limited to, exterior cameras, card readers, personnel, etc., in excess of Landlord’s security measures and that Landlord shall consent to any and all of WEDC’s reasonable security measures.

FIBER OPTICS: Currently, WEDC is MUFN (www.mufn.org) member under the UW umbrella; WISCNET (www.wiscnet.net) is their current and preferred ISP.

Please indicate (a) the existing or planned providers of fiber optic service to the Building and (b) your ability to install WISCNET owned or managed fiber optic service to the Building.

ELECTRICAL SERVICE AND BACK-UP POWER: Please indicate the electrical service providers to the Building and whether said service is provided from multiple power grids.

Tenant will install and utilize a UPS system within its Premises. Please confirm your acceptance of their requirement.

HAZARDOUS MATERIALS: Confirm the proposed site will/does not contain any hazardous materials and that Landlord will or has removed all such materials and obtained any necessary governmental hazardous material clearances, if necessary.

JANITORIAL SPECIFICATIONS: Please include the proposed janitorial specifications to the Building. At WEDC’s election, WEDC may contract for its janitorial service to the Premises.

NON-DISTURBANCE AGREEMENT: WEDC will require a non-disturbance agreement from all lenders and ground lessors in form and substance satisfactory to WEDC. WEDC will further require such an agreement from any future lender and ground lessor as a condition to agreeing to subordinate its interests to any such party.
**BUILDING MAINTENANCE / CONDITION:**

During the Lease Term and any Renewal Option periods, Landlord shall maintain and replace all structural walls, foundations, concrete subflooring, and structural elements of the roof and underground utilities of the Base Building and site structures.

Landlord represents and warrants that as of the Commencement Date, the Building and all items to be maintained by Landlord, shall be (i) in good working order, and (ii) fully compliant with all applicable laws and regulations, including environmental laws. Landlord shall deliver the Building and Premises (including the parking areas) in a condition that meets all current codes and conditions including fire and life safety and Americans With Disabilities Act requirements, and with all items to be maintained by Landlord during the Term to be in good working order and condition. Landlord shall timely pay for all additional costs to modify the Building or Property due to changes in the laws during the Term and any Renewal Option periods that are unrelated to Tenant’s specific uses or requirements, without the right to any reimbursement by Tenant.

**BROKER:**

Confirm Landlord will contract, under a separate agreement, to pay Cresa Global, Inc. a market commission in connection with a WEDC lease transaction at the Building. Said market commission will be paid fifty percent (50%) upon Lease execution and fifty percent (50%) upon the commencement of WEDC’s Improvement Period.

**NON-BINDING:**

This RFI is an outline of major lease provisions only and is neither a binding legal agreement nor should it be construed as a legal offer to lease. Neither Landlord nor WEDC shall have any obligations resulting from this RFI nor shall any party incur any obligation or liability until and unless the parties execute a lease.
Attachments

Attachment A
Public Records Acknowledgement

Attachment B
Representations and Warranties

Attachment C
Key Contract Provisions

Exhibit A
Exclusions to Operating Expenses

Exhibit B
Preliminary Base Building Specifications and Guidelines
ATTACHMENT A

PUBLIC RECORDS ACKNOWLEDGEMENT

The undersigned hereby represents, acknowledges, and agrees as follows:

(i) WEDC is a public agency subject to Wisconsin’s public record law (Wis. Stat. §§ 19.31-19.39, the “Public Records Law”), which provides generally that all records relating to a public agency’s business are open to public inspection and copying unless exempted under the Public Records Law.

(ii) Materials we submit to WEDC in connection with this packet are open to public inspection under the Public Records Law unless such materials fall within an exemption under the Public Records Law.

(iii) Our submission packet INCLUDES / DOES NOT INCLUDE (FIRM MUST CIRCLE ONE) materials that we believe are exempt from disclosure under the Public Records Law. WEDC will not accept the submission packet if a selection has not been circled.

(iv) To the extent our submission packet includes materials that we believe are exempt from disclosure under the Public Records Law, we understand that we must: (1) provide a letter identifying the materials that we believe are exempt from disclosure and explaining the basis for exemption; and (2) submit, in addition to the regular version of our submission packet, one copy of a redacted version that excludes the potentially exempt materials.

(v) Regardless of whether we circle “INCLUDES” above, WEDC will presume that any materials that are not identified and redacted pursuant to paragraph (iv), above, are open to public inspection, and we waive any right to subsequently claim exemption from disclosure for any such materials.

(vi) If we make an unreasonable claim for exemption under the Public Records Law, such claim may reduce the score for our response.

(vii) WEDC at all times retains the right to make the final determination regarding what, if any, portion of a submission is subject to disclosure under the Public Records Law. We understand that WEDC may make disclosures under the Public Records Law and that WEDC may disclose our redacted information that WEDC determines is subject to disclosure under the Public Records Law, in each case without notice to us. We also understand that WEDC’s disclosures under the Public Records Law could include communications and other materials prepared by WEDC regarding our submission and WEDC’s evaluation of us.

(viii) For the avoidance of doubt, WEDC will treat the terms of any agreement entered into as a result of the submission packet (including any Contract) as open to public inspection under the Public Records Law.

[Signature page follows]
ACKNOWLEDGED AND AGREED

By signing below, the undersigned acknowledges and agrees that (a) he/she has read and understands this Public Records Acknowledgement, (b) he/she understands that WEDC may disclose the entire submission packet under the Public Records Law if the undersigned has not satisfied the requirements of items (iv) and (v) above. This Public Records Acknowledgement may not be modified, and any changes shall be of no force and effect unless agreed to by WEDC in writing prior to the undersigned’s submission of materials.

Date:_____________________________________________________________________

Signature:__________________________________________________________________

Printed Name and Title:__________________________________________________________________
ATTACHMENT B

REPRESENTATIONS AND WARRANTIES

A. By signing below, the undersigned ("Respondent") agrees to any terms, conditions, and obligations set forth in this packet.

B. Respondent warrants that all the information it provides in the response to this RFI is true and correct and does not omit any material facts or information that is responsive.

C. Respondent warrants that it has completed, obtained, and performed all filings, registrations, approvals, authorizations, consents or examinations required by a government or governmental authority for acts contemplated by the Contract.

D. Respondent represents and warrants that it has disclosed in writing to WEDC any significant personal or business relationships of the Respondent or its key personnel or any other circumstances that could conflict with Respondent’s duty to provide unbiased advice and services to Client.

These Representations and Warranties may not be modified, and any changes shall be of no force and effect unless agreed to by WEDC in writing prior to Respondent’s submission of materials.

__________________________________________  ___________________________
Name of Firm                                      Date

__________________________________________  ___________________________
Signature                                         Title
ATTACHMENT C
KEY CONTRACT PROVISIONS

LEGAL PROVISIONS

Submission Packet Response. All responses and information that Landlord provided to WEDC in Landlord’s __________, 2020 response to WEDC’s Request for Information (the “Submission Packet”) are true and correct and do not omit any material facts or information. Landlord shall promptly notify WEDC in the event any of the responses or information becomes untrue or incorrect during the term of this Agreement. The inaccuracy of any information provided by Landlord (including any omission of a material fact necessary in order to make the information provided, taken as a whole, not misleading) will constitute a breach of this representation and a material breach of this Agreement.

Any lease document (“Agreement”) between WEDC and Landlord shall contain the following language:

Indemnification by Landlord. Landlord shall indemnify, defend and hold harmless each of WEDC, and its members, trustees, directors, officers, agents and employees, from and against all losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys’ fees and disbursements, arising from, based on or resulting from a breach of any representation, warranty, covenant or agreement of Landlord contained in this Agreement, including, without limitation, violation of the standard of care set herein, and Disabling Conduct (as defined below) in connection with the performance by Landlord or any of its affiliates, or any of their respective shareholders, partners, members, managers, directors, officers, employees or agents of any of the Landlord’s obligations under this Agreement, except to the extent that such loss, cost, liability, damage or deficiency results from a breach of a representation, warranty, covenant or agreement of WEDC contained in this Agreement, or an act or omission (other than one based upon the advice of the Landlord) constituting bad faith, willful misconduct, gross negligence or reckless disregard by WEDC of its obligations under this Agreement. For purposes of this Agreement, “Disabling Conduct” means any act or omission which constitutes fraud, bad faith, willful misconduct or gross negligence (construed to have the meaning as such term is given under the laws of the State of Delaware).

Performance of Duties. Landlord shall devote such time, effort, skill and resources as may be necessary to carry out its obligations under this Agreement in accordance with the standards set forth in this Agreement. Landlord shall carry out its duties and responsibilities hereunder in accordance with, and be limited in the exercise of its rights by, the provisions of all applicable federal, state, county and city statutes, ordinances and regulations. All Services performed by Landlord shall comply with acceptable industry standards and practices. The persons responsible for performing any services or otherwise discharging Landlord’s duties and obligations under this Agreement shall be individuals experienced in the performance of the various functions contemplated by this Agreement.

Conflicts. Landlord has disclosed, and will disclose during the term of this Agreement, in writing to WEDC any and all of its compensation arrangements and vehicles for the exchange of consideration, directly or indirectly, with funds, fund managers, other consultants, service providers, actuaries, brokers, research firms, custodians, administrators or any other providers whose services are marketed to or retained by pension funds or whose services Landlord is in a position to
recommend or may recommend to WEDC. This includes arrangements and vehicles involving affiliates or related entities, as well as identification of the parties and amounts of consideration involved.

b. Landlord represents and warrants that, to the best of its knowledge, no officer or employee of WEDC has received, and covenants that no such person will personally receive, directly or indirectly, from Landlord, any Landlord Related Party, or from anyone acting on Landlord’s behalf, anything of substantial economic value for his or her private benefit in connection with this Agreement. Landlord will notify WEDC in writing if, during the term of this Agreement, there are any material changes in this disclosure. Violation of this provision by Landlord shall entitle WEDC to terminate this Agreement and withhold any unpaid Fees.

Nondiscrimination in Employment. In connection with the performance of its obligations under this Agreement, Landlord shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Section 51.01(5), Wisconsin Statutes), sexual orientation or national origin. Landlord shall take affirmative action to ensure equal employment opportunities.

Books and Records. Landlord shall (i) keep accurate books and records relating to its performance of the Services and the fees and expenses charged to WEDC, and (ii) permit WEDC or the State of Wisconsin Legislative Audit Bureau during the term of this Agreement and for a period of at least five (5) years thereafter to inspect Landlord’s books and records relating to the Services and the fees and expenses charged to WEDC. Landlord shall bear the costs associated with the retention of records, and the cost of duplicating and sending copies of any records requested by WEDC.

Audit Review. WEDC shall have the absolute right to undertake a periodic audit review of Landlord’s work product, the fees payable hereunder, and Landlord’s compliance with provisions of this Agreement. Such audit review may be undertaken directly by WEDC, the State of Wisconsin Legislative Audit Bureau, or by third parties engaged by WEDC, including accountants and consultants. Landlord shall cooperate fully with WEDC, the Legislative Audit Bureau, or any such third party in connection with the audit review, including providing the necessary space for auditors to conduct the audit. All adjustments, payments, and reimbursements determined by WEDC or its representatives to be necessary by such audit review shall be effected promptly by the appropriate party.

Open Records. WEDC is subject to the open records laws of the State of Wisconsin, as contained in Chapter 19, Wisconsin Statutes. At WEDC’s direction, Landlord shall make available for inspection and copying any designated records relating to Landlord’s services. Nevertheless, WEDC recognizes that Landlord’s records and reports may contain information that constitutes trade secrets, is proprietary or is otherwise subject to confidentiality restrictions. WEDC shall keep such information confidential and shall use its reasonable efforts to prevent any of its employees, agents or representatives from disclosing, without the prior consent of Landlord, any such confidential information contained in the reports or documents received from Landlord which is identified as confidential in writing by Landlord when such information is delivered to WEDC. The foregoing shall not apply to (i) any disclosure to the extent where, in the opinion of WEDC’s counsel (which may be internal legal counsel), disclosure is required by applicable law, legal process or court order; or (ii) any disclosure to WEDC’s auditors and professional advisors to the extent necessary to perform their duties, provided they are bound by or subject to confidentiality obligations to WEDC. If WEDC notifies Landlord that its counsel has determined public disclosure is required of information identified as confidential, Landlord may, at its own expense, seek a restraining order to preclude WEDC from producing such information. Nothing in this Agreement is intended to waive or override any grounds for denial of public access to records under Wisconsin’s open
records laws.

Legal Actions. There are no investigations, examinations or other proceedings involving Landlord or any of its employees commenced or, to Landlord’s knowledge, threatened by any regulatory agency against Landlord or any of its employees nor any actions, suits or proceedings commenced or, to Landlord’s knowledge, threatened against Landlord or any of its employees which, if determined adversely to Landlord or any of its employees, would materially affect Landlord’s ability to fully perform its obligations under this Agreement. Landlord has no knowledge of any investigation, examination or other proceeding involving any affiliate or commenced or threatened by any regulatory agency against any affiliate, or any actions, suits or proceedings commenced or threatened against any affiliate which, if determined adversely to such affiliate, would materially affect Landlord’s ability to fully perform its obligations under this Agreement.

No Bad Actor. Landlord represents and warrants that neither Landlord nor any of its affiliates or partners, members, directors and officers is or has been the subject of, or a defendant in: (i) an enforcement action or prosecution (or settlement in lieu thereof) brought by a governmental authority relating to a violation of securities, tax, or criminal laws. Landlord covenants that it will notify WEDC within five days in the event any such action or prosecution is initiated during the term of this Agreement.
Exhibit A

Minimum Expected Facility Criteria

Section "A" lists general areas which are included in Base Building work and also lists specific areas which are included in Tenant Improvements.

Section "B" describes the extent of work to be provided as Base Building work and lists the balance of work to be completed as Tenant Improvements. Architectural and engineering design work beyond that required for the Base Building is to be provided under the Tenant improvement scope.

A. BASE BUILDING INCLUDES:
- Elevator cabs
- Toilet rooms
- Rest roomlavatories
- Tenant closets
- Trash Chute
- Electrical Room (one per floor) in core, excludes space for Tenant IDP Data Closet
- Main building entrance lobby on 3rd floor including building servicing area
- Main 1st floor mechanical/electrical room(s) and building engineering center
- caregiver for complete building backup including 911 & safety

B. TENANT IMPROVEMENTS. All areas not specifically mentioned above but required for compliance with the Space Plan are to be constructed and finished as part of the Tenant improvement work.

<table>
<thead>
<tr>
<th>Item</th>
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<th>Base Building</th>
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<tbody>
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<td>Site Development</td>
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<td>Exterior Concrete, Aggregates, Curbs, and Gutters</td>
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<td>Parking</td>
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<td>Site Utilities</td>
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<td>Building Structure and Exterior Envelope</td>
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<td>3.2</td>
<td>Building Structural Systems - Floor Loading</td>
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Exhibit A

Minimum Expected Facility Criteria

Section "A" lists general areas which are included in Base Building work and also lists specific areas which are included in Tenant Improvements.

Section "B" describes the extent of work to be provided as Base Building work and lists the balance of work to be completed as Tenant Improvements. Architectural and engineering design work beyond that required for the Base Building is to be provided under the Tenant improvement scope.

A. BASE BUILDING INCLUDES:
- Elevator cabs
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B. TENANT IMPROVEMENTS. All areas not specifically mentioned above but required for compliance with the Space Plan are to be constructed and finished as part of the Tenant improvement work.

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Exhibit A

Minimum Expected Facility Criteria

Section "A" lists general areas which are included in Base Building work and also lists specific areas which are included in Tenant Improvements.

Section "B" describes the extent of work to be provided as Base Building work and lists the balance of work to be completed as Tenant Improvements. Architectural and engineering design work beyond that required for the Base Building is to be provided under the Tenant improvement scope.

A. BASE BUILDING INCLUDES:
- Elevator cabs
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<tr>
<td>4.1.5 Interior Finishes</td>
<td>No requirement</td>
<td>Construct gypsum board partitions as required by the Tenant's space plan. Finish as desired.</td>
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<tr>
<td>4.2 Acoustical Ceilings</td>
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<tr>
<td>Ceiling</td>
<td>Furnish and install 2 x 2 acoustical ceilings and/or gyp ceilings at toilet rooms and exit corridors. Furnish and install 1 x 6 floor Lobby ceilings.</td>
<td>Furnish and install acoustical ceilings consistent at all Tenant finish locations.</td>
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<tr>
<td>4.3 Doors, Frames, and Hardware</td>
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<tr>
<td>Doors, Frames</td>
<td>Install core and shell base building doors, including stair doors, toilet room doors, core closet doors and elevator doors, ready for Tenant’s paint finish.</td>
<td>Finish install and finish as required by Tenant’s space plan. Finish standards for novice collectively for alignment with Class A building standards.</td>
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<tr>
<td>Hardware</td>
<td>Core and shell base building hardware, including the hardware at stair doors, toilet room doors, core closet doors and elevator door, shall be required without defect, fully operational and consistent of finish and type. All doors, frames and hardware shall be of consistent design and product, in compliance with all current building codes and ADA requirements.</td>
<td>Furnish install and finish as required by Tenant’s space plan. Finish standards for novice collectively for alignment with Class A building standards.</td>
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<tr>
<td>4.4 Millwork</td>
<td>Install restroom counter tops and lobby millwork finishes.</td>
<td>Millwork within Tenant space plan.</td>
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<tr>
<td>4.5 Interior Finishes</td>
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<tr>
<td>Floor Covering</td>
<td>Provide smooth terraced concrete slab, ready for finish except at toilet room, lobby, stair, mechanical rooms and exit corridors. Provide tile in toilet room and lobby. Provide tile or sheeted concrete in corridors as required to meet functional needs. Provide sealed concrete at stair and mechanical room.</td>
<td>Furnish and install floor coverings and base as required by Tenant’s space plan.</td>
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<tr>
<td>4.6 Lobby Finishes</td>
<td>General scope of base building work</td>
<td>Finish standards for novice collectively for alignment with Class A building standards.</td>
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<tr>
<td>4.7 Toilet Rooms (Core)</td>
<td>Landlord shall provide toilet rooms (Men’s and Women’s) on each floor which shall be compliant with all current building codes and laws including the most current ADA requirements. The construction and finishes shall be consistent with similar Class A office buildings in the market area.</td>
<td>All additional core above and beyond the building standard shall be borne by the tenant. Finish standards for novice collectively for alignment with Class A building standards.</td>
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<tr>
<td>5.1 Steel Stairs &amp; Misc Metals</td>
<td>General scope of base building work</td>
<td>No tenant responsibility.</td>
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<tr>
<td>5.2 Miscellaneous</td>
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<tr>
<td>6.2 Window Blinds/curtains</td>
<td>Base building budget does not include any window blinds or roller shades for tenant areas. Landlord will specify a basic window shade that the tenant shall utilize.</td>
<td>a. Furnish and install Window Blinds/shades, roller, draperies as part of build out</td>
<td></td>
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<tr>
<td>6.3 Signage</td>
<td>a. Furnish and install code required signage at toilet rooms, utility rooms and exit stairwells. b. Furnish and install building address letter as required by Fire Dept. c. Furnish and install site identification signage, site directory signage.</td>
<td>a. Provide identification signage at tenant spaces as desired by tenant and approved by owner b. Provide exterior building identification signage, and property tenant as approved by owner</td>
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<tr>
<td>6.4 Fire Extinguishers</td>
<td>Furnish and metal two extinguishers with semi-recessed stainless steel finish cabinets per floor.</td>
<td>Furnish and install additional fire extinguishers and cabinets as required by space layout.</td>
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<tr>
<td>7.1 HVAC</td>
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<tr>
<td>7.1.1 HVAC - Design Standards</td>
<td>1. Design Standards and Parameters</td>
<td>Building shall provide the necessary quantities at each space (north, east, south, west) required for cooling, including interior loads and solar load. Included in these values should be the necessary heating capacity based on a square foot load factor for each tenant floor. The HVAC system shall be designed and constructed to meet, or exceed, the latest American Society of Heating Refrigeration and Air Conditioning (ASHRAE) design standards.</td>
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<td>7.1.2 HVAC - Ventilation</td>
<td>Provide ventilation system to meet, or exceed, ASHRAE requirements for indoor air quality.</td>
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<tr>
<td>7.1.4 HVAC - Base Scope</td>
<td>Provide heating and cooling system capable of zoning for temperature control. Tenant's permanent intended scope consists of: 1. Enclosed office for 1/3 of overall staff 2. Open office workstations for 2/3 of overall staff</td>
<td>Minimum zoning a. One (1) zone per center b. One (1) zone per perimeter exposure c. No more than 1,000 CFM per zone</td>
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<tr>
<td>Section</td>
<td>Description</td>
<td>Remarks</td>
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<td>7.1.7 HVAC - Base Scope</td>
<td>Provide heating and cooling excluding ductwork distribution, miscellaneous and air terminals for all common building areas including base building main lobby, loading docks, elevator lobbies, idiot room, stairwells, mechanical areas, etc.</td>
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<tr>
<td>7.1.8 HVAC - Base Scope</td>
<td>Provide exhaust systems for toilet rooms, janitor closets, electrical equipment rooms, etc.</td>
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</table>
| 7.2 Plumbing  | The base building plumbing system shall include the following minimum components:  
   a. Provide a complete and fully operational plumbing system that is designed and engineered in accordance with all governing building codes and standards.  
   b. Provide one (1) janitor closet with sink, per floor, and two (2) ADA compliant water closets per floor, unless governing code dictates a higher density.  
   c. Toilet room fixture counts to meet code requirements.  
   d. Core area access (with existing valves) or use valves on each floor for Tenant's waste, water, and vent connections. | Furnish and install convenience sinks, water supply to coffee vending areas, private toilet rooms, electric hot water heater, food service related plumbing, etc. as required by the Tenant layout and as required to meet code. |
| 7.3 Fire Protection | The base building fire protection system shall include the following minimum components:  
   a. Provide a complete and fully operational fire protection system that is designed and engineered in accordance with all local and national building codes.  
   b. Supply water main loops and branch piping.  
   c. Fire Hot water valve and flow as required by applicable building codes.  
   d. Fire valves and manual switches as required by applicable building codes.  
   e. Sprinklers configured in shall spaces will be supplied. | Tenant will be responsible for providing a sprinkler system to meet fire codes as part of Tenant's Building. |
| 7.4 Electrical | The electrical system shall be designed and constructed as a fully functional and complete functioning system in accordance with all applicable national, state and local electrical building codes and ordinances. Auxiliary power shall be a part of the design. |                                                                        |
| 7.4.1 Electrical - Design Standards and Parameters | Provide adequate power and service to the base building electrical service rooms to ensure operation in accordance with the base building and tenant improvements design. Power and service shall be designed to accommodate the initial as well as the projected growth of the tenant. |                                                                        |
| 7.4.2 Electrical - Base Building Requirements | Provide a minimum of (1) 400 amp power feeder to each electrical closet. Each 400 amp feeder shall be metered at each tenant electrical closet. Landlord shall provide one (1) tenant electrical closet per 20,000 square foot of tenant space. | Tenant will furnish and install additional fire alarm devices as required by tenant space plan. |
| 7.4.3 Electrical - Base Building Requirements | Provide all electrical requirements (including panel boards, meter hangers, Transformers, etc.) for base building common areas including base building main lobby, loading dock, service areas, stairwells, building areas and signage, core areas, toilet rooms, janitor closets, electrical closets, stairwells, etc. |                                                                        |
| 7.4.4 Electrical - Base Building Requirements | Base building Life Safety and Alarm systems, including a complete fire suppression, communication and smoke detection system, as required by the governing code. Tenant shall provide all life safety and fire alarm infrastructure required for Tenant's use on each floor of the premises so that Tenant shall not be required to make modifications to the base building panels, power, or systems. | Tenant will furnish and install the complete fire alarm system as required by tenant space plan. |
| 7.4.5 Electrical - Base Building Requirements | Provide access control and door contacts at all exterior doors, stair doors, and elevators. |                                                                        |
| 7.4.6 Electrical - Base Building Requirements | Exit and emergency distribution system as required by the governing code. |                                                                        |
| 7.4.7 Electrical - Base Building Requirements | Base building to provide Emergency generator sized to serve backup for entire building including all life safety systems. |                                                                        |
| 7.4.8 Data    | Provide dual access points for fiber optic, located on opposite ends of floor plans. |                                                                        |
| 7.4.9 Lighting | a. Furnish and install light fixtures in base building rooms  
   b. Furnish and install accent lighting at 1st floor lobby and in rear rooms at vanity  
   c. Furnish and install exit lights at stairwells and entrance doors as required by code  
   d. Furnish and install emergency lights as required by the code for the base building  
   e. Furnish and install Side Lighting | Furnish and install light fixtures, switches, and code required lighting control system as required by the space plan.  
   Furnish and install additional exit lights and doors as required by the space plan.  
   Furnish and install additional emergency lights as dictated by the space plan. |
| 8 Elevators  | Base Building Elevators - Landlord shall provide all required elevator and vertical transportation to the Premises in accordance with governing codes and laws including the latest ADA requirements. The construction and finish of the elevator cars shall be consistent with similar Class A office buildings in the market area. |                                                                        |
| 8.1 Elevators |                                                                                                                                          |                                                                        |
Exhibit B

Exclusions to Operating Expenses

Operating Expenses shall not include:

- Interest and principal payments on mortgage debt;
- Loan fees and participation payments;
- Ground rental payments;
- Costs of painting or decorating other than public areas; the costs of alterations to the WEDC Premises or the premises of other tenants of the Building, or the cost of any work furnished by the Landlord without charge as an inducement for a tenant to lease space (i.e., free rent, improvement allowances);
- Depreciation of the Building;
- Salaries and other compensation of executive officers of the Landlord or Managing Agent senior to the individual Building manager;
- Income or franchise taxes or other such taxes imposed or measured by the income of the Landlord from the operation of the Building;
- Costs of constructing, installing, operating or maintaining any special service or facility such as an observatory, broadcasting facility, luncheon club, athletic or recreational club, cafeteria or dining facility;
- Costs associated with utilities, services or amenities not available to all tenants or provided to any tenant to a materially greater extent or more favorable manner than generally provided to other tenants;
- Costs of correcting latent defects and defects in construction or renovation of the Building or its systems;
- Costs (including fines and penalties), to comply with laws such as ADA and environmental laws including without limitation changes in the building codes;
- Costs of work performed, or service provided, for which fees are charged or other compensation received;
- Payments for rental items, the cost of which would constitute a capital expenditure if such equipment were purchased;
- Legal expenses incurred in connection with tenant leases including, without limitation, negotiations with prospective tenants and enforcing provisions of this Lease or other leases in the Building;
- Costs for sculptures, paintings and other objects of art located in the interior or on the exterior of the Building or immediately adjacent thereto;
- Fees and expenses paid to an agent which is related to the Landlord to the extent such fees or expenses are in excess of the customary market amounts which would be paid in the absence of such a relationship;
- Expenditures for repairs or maintenance which are covered by warranties, guarantees or service contracts;
- Expenditures for which the Landlord has been or is entitled to be reimbursed by third parties such as insurance companies or would have been compensated through proceeds of insurance had the Landlord maintained insurance customarily carried by similar lessors;
- Costs of any repairs, alternatives, additions, changes, tools, equipment replacements and the like which under generally-accepted accounting principles and practices are properly classified as capital expenditures;
- Advertising, promotional and marketing expenses;
- Real estate brokerage and leasing commissions;
- Expenses in connection with repairs or other work occasioned by the exercise of the right of eminent domain;
- Damages incurred due to the gross negligence of the Landlord;
- Debt costs or the costs of financing or refinancing;
- Costs, fines or penalties incurred due to violations by the Landlord of any governmental rule or authority;
• Expenses incurred by the Landlord, if any, in connection with the operation, cleaning, repair, safety, management, security, maintenance or other services of any kind provided to any portions of the Building which are leased or designed to be used for retail, garage or storage purposes;
• Structural repairs, including structural portions of the roof;
• Compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord; and
• Landlord’s general overhead and administrative costs and expenses not directly related to the operations of the Building