



Democratic Party of Wisconsin

222 STATE STREET, SUITE 400, MADISON, WI 53703
VOICE: (608) 255-5172 FAX: (608) 255-8919
www.wisdems.org

Ms. Lois Lerner
General Counsel
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

Supplement to
AOR 2001-12

AUG 13 3 09 PM '01

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Re: Request of Advisory Opinion (Supplemental Information)

Dear Ms. Lerner:

Pursuant to a reply from the General Counsel's office, the Democratic Party of Wisconsin provides the attached supplemental information in support of our request for an Advisory Opinion concerning application of the Federal Election Campaign Act of 1971, as amended (the "Act"), and the Federal Election Commission (the "Commission") regulations to the DPW's plans to establish a Building Fund to purchase, renovate, and or construct a building to serve as its headquarters. The DPW seeks an opinion regarding the federal law's preemption of Wisconsin state law relating to donations for the establishment of the Building Fund.

In the previous letter, our current situation was referenced in two locations:

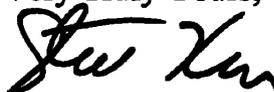
"(2) Establish a Building Fund to pay off the balance of its current lease on the building, which presently serves as headquarters for its federal and non-federal activities."

And;

"Furthermore, the DPW plans to apply the funds only for the purchase, renovation and/or construction of a new headquarters, and pay off the remaining amount owed on its current lease at its existing headquarters, and not to pay such ongoing costs as property taxes and assessments."

The attached documentation shows that Democratic Party of Wisconsin completed a five-year lease with Goodman's Jewelers on April 14, 1997. For each of the past five years we have exercised one-year options to renew our lease. We currently pay rent in the monthly amount of \$1,549.85 to Goodman's Jewelers and our lease will expire on April 14, 2001.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Steve Kean", written in a cursive style.

Steve Kean

Executive Director

Democratic Party of Wisconsin

IRWIN & ROBERT GOODMAN, INC

December 18, 2000

The Democratic Party of Wisconsin
Attn: Executive Director
222 State Street
Madison, WI 53703

Re: Lease with Irwin & Robert Goodman, Inc.

The provisions of your lease with Irwin & Robert Goodman, Inc. requires the following: (1) 12.5% of the increase in the 2000 real estate tax over the 1991 real estate tax for parcel #251-0709-144-2709-6.

Listed below is the computation that was used to calculate the amount owed.

Real Estate Taxes
12.5% of (2000 taxes - 1991 taxes)
12.5% of (19,131.69- 22,344.97) = (nothing owed)

If you have any questions or if you need additional information, please feel free to contact me.

Sincerely,



Shirley L. Rysewyk
Goodman's Jewelers
257-3644

GOODMAN'S jewelers

Telephone 257-3644
220 State Street
Madison, Wisconsin
53703

MAY 19 1998

May 16, 1998

The Democratic Party of Wisconsin
Attn: Executive Director
222 State Street
Madison, WI 53703

Re: Lease with Goodman Jewelers

In accordance with the provisions of your lease with Goodmans's Jewelers Inc., the annual adjustment for changes in the cost of living, with February as the determination month are as follows:

CPI Adjustment

(February 1998 divided by February 1997) - 1 = CPI Adjustment
(161.9 divided by 158.3) - 1 = .0227

New Monthly Rent

Current Annual Rent * CPI Adjustment = Annual Rent Increase
16,749.41 * .0227 = 380.21
16,749.41 + 380.21 = 17,129.62
17,129.62 divided by 12 = 1,427.47

As indicated in the calculation listed above, the annual increase is \$380.21
Therefore the new monthly rent effective April 15, 1998 is \$1,427.47

Sincerely,



Robert Goodman
Goodman's Jewelers, Inc.

"The Diamond Store Of Madison"

GOODMAN'S jewelers

Telephone 257-3644
220 State Street
Madison, Wisconsin
53703

APR 29 1997

April 24, 1997

The Democratic Party of Wisconsin
Attn: Executive Director
222 State Street
Madison, WI 53703

Re: Lease with Goodman Jewelers

In accordance with the provisions of your lease with Goodmans's Jewelers Inc., the annual adjustment for changes in the cost of living, with February as the determination month are as follows:

CPI Adjustment

(February 1997 divided by February 1996) - 1 = CPI Adjustment
(158.3 divided by 152.4) - 1 = .0387

New Monthly Rent

Current Annual Rent * CPI Adjustment = Annual Rent Increase
16,125.36 * .0387 = 624.05
16,125.36 + 624.05 = 16,749.41
16,749.41 divided by 12 = 1,395.78

As indicated in the calculation listed above, the annual increase is \$624.05
Therefore the new monthly rent effective April 15, 1997 is \$1,395.78.

Sincerely,



Robert Goodman
Goodman's Jewelers, Inc.

"The Diamond Store Of Madison"

GOODMAN'S jewelers

*Telephone 257-3644
220 State Street
Madison, Wisconsin
53703*

December 30, 1996

The Democratic Party of Wisconsin
Attn: Executive Director
22 State Street
Madison, WI 53703

Re: Lease with Goodman Jewelers

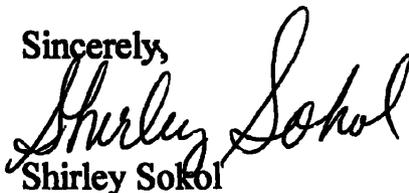
The provisions of your lease with Goodman's Jewelers, Inc. requires the following: (1) 12.5% of the increase in the 1996 real estate tax over the 1991 real estate tax.

Listed below is the computation which was used to calculate the amount owed.

Real Estate Taxes
12.5% of (1996 taxes - 1991 taxes)
12.5% of (19,598.46 - 22,344.97) = (nothing owed)

If you have any questions or if you need additional information, please feel free to contact me.

Sincerely,



Shirley Sokol
Office Manager

"The Diamond Store Of Madison"

GOODMAN'S JEWELERS, INC.

May 16, 1996

The Democratic Party of Wisconsin
Attn: Executive Director
222 State Street
Madison, WI 53703

Re: Lease

In accordance with the provisions of your lease with Goodman's Jewelers, Inc., the annual adjustment for changes in the cost of living, with February as the determination month are as follows:

$$\begin{aligned} & \text{CPI Adjustment} \\ & (\text{February 1996} \div \text{February 1995}) - 1 = \text{CPI Adjustment} \\ & (154.9 \div 150.9) - 1 = .0265 \end{aligned}$$

$$\begin{aligned} & \text{New Monthly Rent} \\ & (\text{Current Annual Rent} * \text{CPI Adjustment}) = \text{Annual Rent Increase} \\ & (15,709.07 * .0265) = 416.29 \\ & (15,709.07 + 416.29) = \$16,125.36 \text{ (New Annual Rent)} \\ & \text{Plus Leasehold Improvements} \\ & (16,125.36 + 1,688.76) \div 12 = \$1,484.51 \end{aligned}$$

As indicated in the calculation listed above, the annual increase is \$416.29. Therefore the new monthly rent effective 04/15/96 is \$1,484.51.

Sincerely,



Robert Goodman
Goodman's Jewelers, Inc.

LEASE

This lease (the "Lease") is hereby entered into as of the 15th day of April, 1992, by and between Goodman's Jewelers, Inc., 220 State Street, Madison, Wisconsin 53703 (the "Lessor") and the Democratic Party of Wisconsin of 222 State Street, Madison, Wisconsin 53703 (the "Lessee").

Recitals

WHEREAS, Lessor is the owner of a commercial office building located at 222 State Street, Madison, Wisconsin 53703 (the "Building"); and

WHEREAS, Lessor desires to lease to Lessee a portion of the Building and Lessee desires to lease a portion of the Building from Lessor; and

WHEREAS, the parties hereto desire to set forth in writing the arrangements between them regarding the leasing of a portion of the Building and to define their respective rights, duties and responsibilities.

Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Leased Premises. The portion of the Building hereby leased to Lessee (the "Leased Premises") is shown and described on Exhibit A attached hereto and incorporated herein.
2. Term. The term of this Lease shall be for five (5) years commencing on April 15, 1992 and terminating on April 14, 1997 at 12:00 midnight. On or prior to the date of this Lease, Lessee shall pay to Lessor one monthly installment of Base Rent due for the first month of the initial lease year as provided in paragraph 3 below. Such rental shall be for the period commencing on the date hereof and ending on May 14, 1992. Lessee shall surrender the Leased Premises to Lessor immediately upon termination of this Lease. The term of this Lease may be extended pursuant to paragraph 22 below.
3. Rent. Lessee shall pay Lessor annual rent (the "Base Rent") of Fourteen Thousand Four Hundred Thirty and 50/100 Dollars (\$14,430.50), payable in advance in equal monthly installments of One Thousand Two Hundred Two and 54/100 Dollars (\$1,202.54), the first such installment due on or before May 15, 1992, and thereafter on the fifteenth (15th) day of each month during the term of this Lease or any renewal period. As used herein, the term "lease year" shall mean each twelve (12) consecutive month period commencing on April 15, and ending on April 14 of the following calendar year. The initial lease year shall be April 15, 1992 to April 14, 1993.

4. Base Rent Adjustment. On each April 15 commencing with April 15, 1993 (each an "Anniversary Date"), the Base Rent shall be adjusted to equal the product of (i) the Base Rent in effect on the immediately prior April 15 (the "Adjusted Base Rent") times (ii) a fraction, the denominator of which is the Consumer Price Index - Small Metro Areas - All Urban Consumers, as published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index") in effect on March 1 in the calendar year immediately prior to the Anniversary Date, and the numerator of which is the Index in effect on the March 1 immediately prior to the Anniversary Date; provided, however that if such product is less than the Base Rent established in paragraph 3 above (a) for rent payment purposes hereunder, such product shall be deemed to equal the Base Rent, and (b) for the purpose of calculating future Adjusted Base Rent, such product shall be used (but in no event shall any future Adjusted Base Rent ever be less than the Base Rent established in paragraph 3 above). If the Index is no longer published or is unavailable, Lessee and Lessor shall agree, in writing, on a reasonable comparable index which shall then become the "Index" hereunder. The Index used hereunder shall be adjusted to a common base year.

5. Lessor's Work. Lessor agrees to complete or cause to be completed all work described on Exhibit B attached hereto and made a part hereof (the "Lessor's Work"). The Lessor's Work shall be performed in a workmanlike manner by a contractor reasonably acceptable to Lessee. All Lessor's Work shall be completed on or prior to April 15, 1992. Notwithstanding anything to the contrary herein contained, Lessor agrees Lessee shall not owe any rental hereunder until such time as Lessor's Work has been completed to the reasonable satisfaction of Lessee. Lessee and Lessor agree that the cost of Lessor's Work shall equal Sixteen Thousand Eight Hundred Eighty-seven and no/100 Dollars (\$16,887.00). The cost of all Lessor's Work shall be paid by Lessor and Lessee shall reimburse Lessor for such payment in one hundred twenty (120) consecutive monthly payments of ~~One~~ ^{LEAS} ~~Hundred Forty and 73/100 Dollars (\$140.73)~~ each, due on the first day of the ~~month~~ following completion of the Lessor's Work and on the same day of each month thereafter until the entire amount has been paid in full. Such payments shall constitute additional rent hereunder, and shall be due and owing in addition to the Base Rent. If Lessee shall vacate the Leased Premises prior to the payment in full of the amount due Lessor hereunder, all monies remaining due and owing at the time of such vacating shall be paid in full at the time of such vacating. Notwithstanding the foregoing, in the event the Lease Premises or any part thereof is ~~damaged~~, destroyed or condemned and, as a result, Lessor receives insurance proceeds or a condemnation award relating in whole or in part to the Lessor's Work, then, to the extent Lessor is compensated for Lessor's Work by such insurance proceeds or condemnation award, Lessee shall not be liable to pay to Lessor for Lessor's Work such amounts as Lessor shall have received as insurance proceeds or condemnation awards in connection with the damage, destruction or condemnation of Lessor's Work.

6. Taxes. Commencing on April 15, ~~1993~~ ¹⁹⁹², and ~~on each Anniversary Date thereafter through the term of this Lease~~, Lessee shall pay to Lessor as additional rent a sum

105-144-2709-6
\$22,344.97
equal to Twelve and one-half percent (12.5%) of the increase in net general real estate taxes assessed by the City of Madison against the Building (currently, Lessor represents to Lessee that the Building, but no other improvements, are located on Tax Parcel ~~8709-144-2709-6~~ from those due for calendar year 1991 (the "Base Year"). The net general real estate taxes for the Base Year are ~~Twelve Thousand Eight Hundred Forty and 02/100 Dollars (\$12,840.02)~~. Payments due Lessor hereunder shall be prorated for a partial calendar year if Lessee does not lease the Leased Premises for the entire calendar year. Such payment shall be paid to Lessor by no later than thirty (30) days after demand by Lessor, but in no event shall payment be required prior to January 31 of the year following the year to which the taxes relate. Notwithstanding the foregoing, if the net general real estate taxes for the Building for any year or years increase as a result of improvements to the Building by Lessor or other tenants in the Building, Lessor shall provide all information requested by Lessee to Lessee as to the cost of such improvements and the value of the same and such value shall be deducted from the tax assessment for the Building before making the calculations hereunder to determine the amounts due from Lessee. Such deduction shall be calculated in the reasonable agreement of Lessor and Lessee.

Lessee agrees to pay all taxes levied against personal property of Lessee located on the Leased Premises.

7. Repairs and Maintenance. Lessor agrees to make, at its sole cost and expense, all necessary repairs to the exterior walls, structural components, roof, exterior doors, windows and corridors and other common areas of the Building. Lessor agrees to keep the Building in a safe condition. Lessor agrees to keep all Building equipment such as plumbing, heating, air conditioning and similar equipment in good repair; but Lessor shall not be liable or responsible for breakdowns or temporary interruptions in service where reasonable efforts are used to restore service. Lessor agrees to make repairs, if necessary, to the Lessor's Work resulting from any defects in construction; provided, however, this agreement shall extend only to matters requiring repair of which Lessee has notified Lessor within one (1) year from the date Lessor's Work was completed. If Lessor fails or neglects to make the repairs or take the actions required of it herein, Lessee may make such repairs or take such actions and deduct the cost of the same from the rental due Lessor hereunder.

Lessee agrees that it will make all repairs to the Leased Premises not required above to be made by Lessor and to do at its cost any redecorating, remodeling, alteration and painting it desires to do and which is preapproved in writing by Lessor. Furthermore, Lessee shall pay for any repairs to the Leased Premises or the Building made necessary by any negligence or carelessness of Lessee or its employees or persons permitted in the Building by Lessee, and will perform such janitorial tasks as are necessary to maintain the Leased Premises in a safe, clean, neat and sanitary condition.

8. **Lessee's Improvements.** Lessee may place partitions and fixtures and make improvements and other alterations in the interior of the Leased Premises at its own expenses, provided, however, that prior to commencing any such work Lessee shall first obtain the written consent of Lessor to the proposed work. Lessor's consent shall not be unreasonably withheld. Lessor may, as a condition to consenting to such work, require that Lessee give Lessor adequate security that the work will be completed free and clear of liens and in a manner satisfactory to Lessor and that the Leased Premises will be repaired by Lessee or restored by Lessee to its former condition at the termination of the Lease at Lessee's sole cost and expense. Such improvements or alterations installed or made by Lessee, other than those of a structural nature shall remain the property of Lessee and at the termination of this Lease, provided Lessee is not in default, Lessee may remove the fixtures and improvements provided it delivers up the entire Leased Premises to Lessor in good condition, reasonable wear and tear excepted. Lessor may require Lessee remove Lessee's fixtures and improvements of a nonstructural nature (other than Lessor's Work) at the termination of this Lease. Following such removal, Lessee shall deliver the Leased Premises to Lessor in good condition, reasonable wear and tear excepted.
9. **Utilities.** Lessor agrees to provide air conditioning, heat, water, sewer and electricity to the Leased Premises for Lessee's intend use of the Leased Premises. Lessee shall provide janitorial services for all common areas on the floor of the Building on which the Leased Premises is located, but such service shall not include the elevator or stairwells in the Building. Lessee shall pay all utility charges (gas, electric, and telephone) attributable to the Leased Premises (except as provided herein). Lessor warrants and represents to Lessee that the Leased Premises shall be served by heating and cooling units which solely serve the Leased Premises. Lessor further warrants and represents to Lessee that all utilities serving the Leased Premises shall be separately metered (and if not so, Lessor shall pay for such utility costs rather than Lessee until such time, if any, as Lessor shall, at Lessor's sole cost and expense, install such separate meters).
10. **Insurance.** Lessor shall maintain at its cost all fire and extended peril insurance coverage with regard to the Building. Lessee shall be responsible for maintaining any insurance coverage it may desire with regard to its personal property located on the Leased Premises. Lessee shall maintain at its own cost such insurance against liability for bodily injury and property damage, in amounts and in forms of insurance policies, as may from time to time be reasonably required by Lessor. Upon execution hereof, the amount of such insurance to be maintained by Lessee shall be not less than \$1,000,000, single limit. All insurance to be maintained by Lessee pursuant to this paragraph shall be carried in favor of the Lessor and Lessee as their respective interests appear. Lessee shall provide to Lessor a copy of the policy or a certificate of coverage as may be requested by Lessor from time to time.

Both Lessee and Lessor shall attempt to procure from their respective insurance companies with regard to the insurance each is to provide as set forth in this Lease,

A waiver of subrogation rights for any loss for which Lessee or Lessor might otherwise be liable to the other as provided herein.

11. Use of Leased Premises. The Leased Premises are leased to Lessee for the sole purpose of a headquarters of a political party, including all uses relating or incidental thereto. Lessee agrees that it will use the Leased Premises only for such purpose. Lessee agrees to comply with all applicable laws, ordinances and regulations in connection with its use of the Leased Premises and agrees to keep the Leased Premises in a clean and sanitary condition.
12. Signs. Lessee agrees that it will place no advertising or other signs on or about the Building or the Leased Premises without the prior written consent of Lessor; provided, however, Lessee may place such signs in windows of the Leased Premises as are typical and customary for a political party. If such consent is granted, any such signs shall be installed and maintained at Lessee's sole expense, provided, however, that Lessee's name and office number shall appear on the Building directory without additional cost to Lessee.
13. Assignments and Subleases. Lessee shall not assign its rights nor delegate its duties hereunder or otherwise sublease the Leased Premises or any part thereof without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Nothing herein shall prevent the Lessor selling or assigning or encumbering all or any portion of its interest in the Building, the Leased Premises or this Lease, at any time without the consent of the Lessee.
14. Subordination. At the Lessor's option, this Lease shall be and is subordinated to any existing mortgages covering the Building and the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgage shall recognize the validity of this Lease as long as the Lessee shall not be in default under any of the material terms hereunder. The Lessee shall execute whatever instruments may be required to effect such subordination.
15. Use of Common Facilities. All stairways, halls, lavatories, and areas for the common use of all tenants in the Building shall be open to reasonable use by Lessee, its customers, clients, members, invitees, guests and employees.
16. Entry By Lessor. Lessor reserves the right to enter upon the Leased Premises at reasonable times for the inspection of the same and reserves the right, during the last ~~five~~ ⁵ months of the term of the Lease, to show the Leased Premises at reasonable times to prospective tenants. Lessor further reserves the right to enter the Leased Premises at any time to perform required maintenance and repairs. Lessor shall incur no liability to Lessee with respect to such entries for disturbance of quiet enjoyment of the Leased Premises, or for loss of occupation thereof.

17. Default or Breach. Each of the following events shall constitute a default or breach of this Lease by Lessee.

- a. If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- b. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.
- c. If Lessee shall fail to pay Lessor any rent (including Base Rent and additional rent) due hereunder and such failure shall continue for a period of five (5) days after Lessor has given Lessee written notice of such failure.
- d. If Lessee shall fail to perform or comply with any of the terms and conditions of this Lease and if the nonperformance shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the 30-day period, Lessee shall not in good faith have commenced performance within the 30-day period and shall not diligently proceed to completion of performance.
- e. If Lessee shall vacate or abandon the Leased Premises.
- f. If Lessee shall fail to abide by any other term or condition of this Lease.

18. Remedies of Lessor. In the event of any default hereunder, as set forth in paragraph 17, the Lessor shall have the rights set forth below, in addition to any other rights which may be provided by law:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Lessee hereunder, by giving to Lessee not less than ten (10) days' written notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such

default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default. Lessee shall immediately repay to Lessor any monies advanced by Lessor in accordance with the provisions hereof.

- c. Lessor may re-enter the Leased Premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the Lease on giving ten (10) days' written notice of termination to Lessee. Without the notice, re-entry will not terminate the Lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Leased Premises, the expenses of Lessor in re-letting or attempting to re-let the Leased Premises, the cost of making alterations and repairs to the Leased Premises necessary to allow it to be re-let, and all rent due from Lessee and unpaid (including the difference between the rent which would have been due under this Lease from the Lessee and the rent, if any, which may be received from tenants as a result of re-letting the Leased Premises), which sum shall be immediately due Lessor from Lessee.

19. Fire or other Casualty. If during the term of this Lease or any renewal thereof the Leased Premises is damaged by fire or any other cause so as to be substantially destroyed, or if any authority having jurisdiction shall order the Building demolished or removed, then this Lease shall cease and terminate, and any paid but unearned rent shall be refunded by the Lessor to the Lessee.

If during the term of this Lease or any renewal thereof the Leased Premises is damaged or partially destroyed by fire or any other cause, or declared untenable by an authority having jurisdiction, the Lessor, at its option, shall either proceed within a reasonable time (not to exceed 30 days) to restore the Leased Premises to a tenantable condition or Lessor or Lessee may terminate this Lease. Rent shall abate during any period which the Leased Premises are untenable as a result of such fire or other cause.

20. Condemnation. In the event that all or part of the Leased Premises is condemned for public use or purpose by any legally constituted authority, either party to this Lease shall have the right to terminate the Lease, effective as of the end of the month in which such taking occurs. Lessor shall be entitled to any and all awards and payments made by the condemning authority as compensation for the taking (but not as compensation for the relocation of Lessee), and Lessee shall have no interest therein. Lessee shall be entitled to a refund of any prepaid but unearned rent as of the date of termination caused by such condemnation.

21. **Notices.** All notices provided for under this Lease shall be in writing. Every notice shall be deemed effective upon deposit in the United States Mails, proper postage affixed, sent to the addressee at the address set forth below (effective as to Lessee after occupancy of the Leased Premises by Lessee), or upon personal delivery to the addressee.

If to Lessor:

Goodman's Jewelers, Inc.
c/o Robert Goodman
220 State Street
Madison, WI 53703

If to Lessee:

Democratic Party of Wisconsin
222 State Street
Madison, WI 53703
Attn: Executive Director

22. **Option to Renew.** The Lessee shall have an option to renew the Lease for a period of an additional five (5) years, commencing April 15, 1997, with all of the same terms and conditions set forth in this Lease. Such option shall be exercised in writing by Lessee by not later than November 1, 1996.
23. **Waivers.** The failure of Lessor to insist on strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default of any terms or condition.
24. **Entire Agreement.** This Lease contains the entire agreement between the parties, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and shall be binding on the representatives, successors and assigns of both parties.
25. **Governing Law.** This Lease shall be governed by and construed in accordance with the Laws of the State of Wisconsin.
26. **Parking.** Lessor, and its principals, will use their influence to attempt to obtain two (2) parking stalls in the parking lot on Johnson Street across from the Building. Rental for such stalls shall be paid directly by Lessee to the owner of such stalls.
27. **Liability.** No individual shall be personally liable for the obligations of Lessee hereunder. Lessor agrees Lessee shall be the only party liable for Lessee's obligations hereunder.

28. Execution In Counterpart, By Facsimile. This Lease may be executed in counterparts, with all counterparts constituting but one agreement. A signature or signatures of a party hereto sent to the other party via facsimile shall be binding upon the party transmitting such signature(s) by facsimile regardless of whether an original signed document is delivered.

IN WITNESS WHEREOF, this Lease is dated and effective as of the date first above written.

LESSOR: GOODMAN'S JEWELERS, INC.

By: Irwin A. Goodman by Karen Berdy
Irwin A. Goodman, _____

By: Robert D. Goodman
Robert D. Goodman, _____

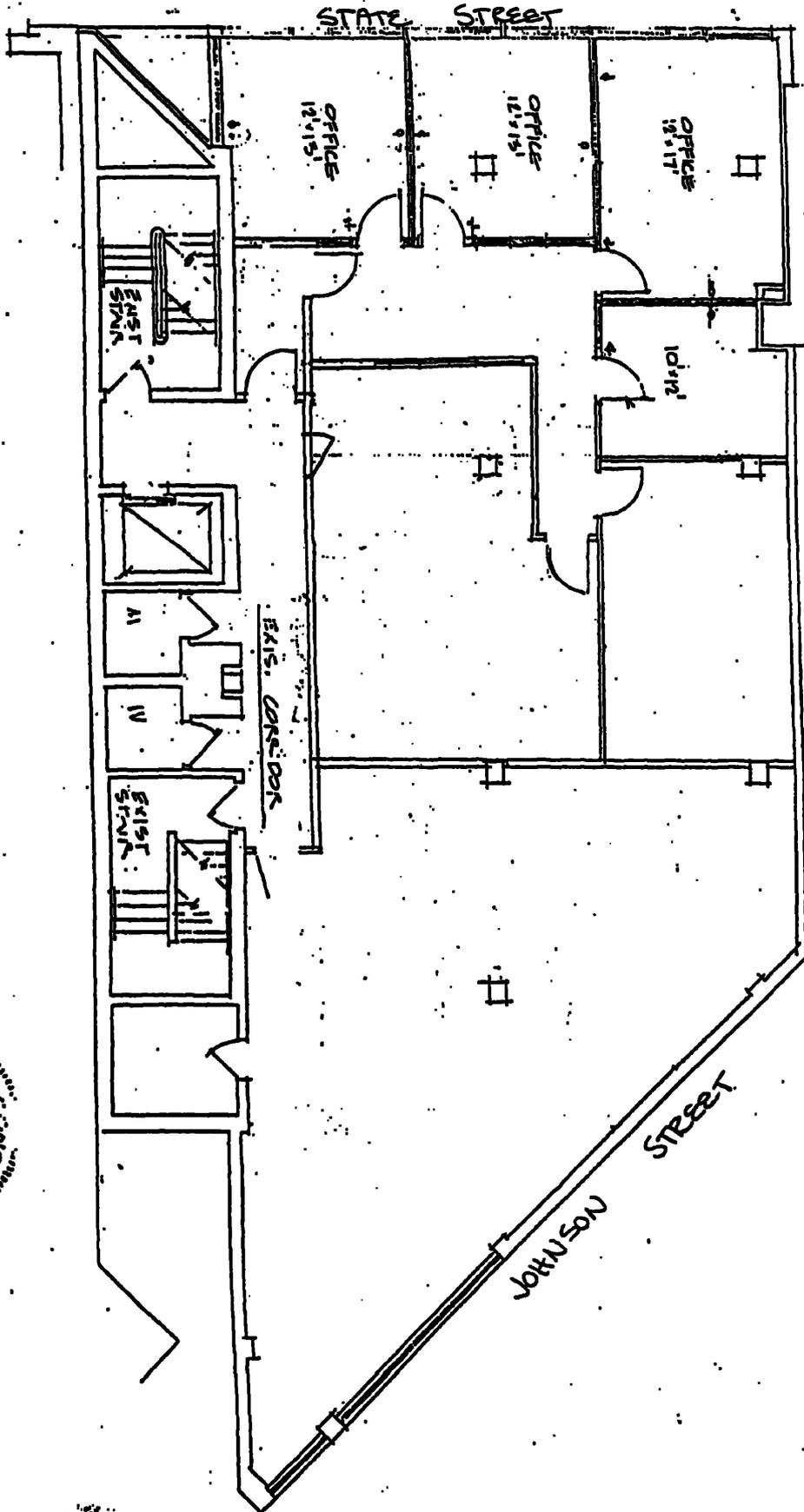
LESSEE: DEMOCRATIC PARTY OF WISCONSIN

By: Jeffrey Neubauer
Jeffrey Neubauer, Chairman

EXHIBIT A

ADDENDUM "A"
LEASE FOR 222 STATE STREET

TENANT IMPROVEMENT TO FOURTH FLOOR





Mueller Property Services, Ltd
Schneider Painting

901 WATSON AVENUE
 SUITE 120
 MADISON, WI 53713
 (608) 277-0900

PROPOSAL

HIBIT B

SAL SUBMITTED TO Democratic Party		PHONE	DATE March 4, 1992
2 State St.		JOB NAME	
CITY AND ZIP CODE Madison, WI 53703		JOB LOCATION	
ECT	DATE OF PLANS	JOB PHONE	

Buyer submit specifications and estimates for:

1st floor 222 State St.

- remove 122 LF of walls, doors and frames.
- repair ceiling to match the large area.
- new wall to run up to ceiling only.
- install 160 LF of new walls, with 22 LF of glass walls.
- install 5 diffusers.
- install 2 t-stats.
- new doors and frames.
- multi-fold doors and frames.
- electrical.
- new doors and frames.
- install 21 fixtures and 18 outlets.
- install 21 fixtures and re-hook to new switches.
- repair entire suite and common hallway.
- work base on new walls.
- prime and paint suite complete.

16,887.00

Price does not include permit, fees and plans.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ 16,887.00)

Payment to be made as follows:

1/2 Down the remainder on completion

If material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Laurent Mueller

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Witness of Acceptance: _____

Signature _____