

**BERKSHIRE WEST ALLIS**  
**SHOPPING CENTER LEASE**

**Date:** January 11, 2012

**Landlord:** Bedrock Development Company, LLC

**Tenant:** Milwaukee County

**1. BASIC TERMS:**

The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

**1.1 Shopping Center:** The retail portion containing approximately 9,450 square feet of floor area within the residential and retail building complex known as The Berkshire West Allis (the "Building") located at the southeast corner of West Greenfield Avenue and South 65<sup>th</sup> Street in the City of West Allis, Milwaukee County, Wisconsin, as shown on the Site Plan attached hereto as Exhibit A.

**1.2 Premises:** Space comprising approximately 1,234 square feet of floor area in the Shopping Center as shown on the Site Plan attached hereto as Exhibit A.

**1.3 Common Areas:** The parking areas, sidewalks, landscaped areas, roadways, loading areas, service areas, roofs, sprinklers, lighting facilities, corridors, stairways, restrooms, and other facilities designated by Landlord from time to time for the non-exclusive use of the tenants of the Building and their employees, agents, customers, licensees, and invitees.

**1.4 Term:** Five (5) years commencing on the Commencement Date and ending on the Termination Date.

**1.5 Commencement Date:** The date that Landlord delivers possession of the Premises to Tenant with Landlord's Work on account of construction of the Premises substantially completed, which date is anticipated to be January 15, 2012.

**1.6 Rent Commencement Date: (Intentionally Omitted)**

**1.7 Termination Date:** The last day of the fifth Lease Year (as hereinafter defined).

**1.8 (Intentionally Omitted)**

**1.9 Monthly Base Rent:**  
\$1,400.00 per month for the 1<sup>st</sup> Lease Year  
\$1,435.00 per month for the 2<sup>nd</sup> Lease Year  
\$1,470.88 per month for the 3<sup>rd</sup> Lease Year  
\$1,507.65 per month for the 4<sup>th</sup> Lease Year  
\$1,545.34 per month for the 5<sup>th</sup> Lease Year

**1.10 Percentage Rent Rate: (Intentionally Omitted)**

**1.10.5 Breakpoint: (Intentionally Omitted)**

**1.11 Tenant's Proportionate Share:** The ratio of the ground floor area in the Premises to the total leasable ground floor area in the Shopping Center, subject to adjustment from time to time to reflect any changes in such floor areas.

**1.12 Tax Charge: (Intentionally Omitted)**

**1.13 Operating Charge: (Intentionally Omitted)**

**1.14 Permitted Use: Veterans Service Office**

**1.15 Landlord's Address  
For Notices:**

Bedrock Development Company, LLC  
c/o General Capital Management, Inc.  
6938 N. Santa Monica Blvd.  
Fox Point, WI 53217  
Attn: Michael D. Weiss  
Facsimile: 414-228-3500

**1.16 Tenant's Address  
For Notices:**

Milwaukee County Veterans Service Office  
6401 West Greenfield Avenue  
West Allis, WI 53214  
Facsimile:

**1.17 Security Deposit: \$2,800.00**

**1.18 Guarantor(s): None**

**1.19 Tenant's Trade Name: (Intentionally Omitted)**

**1.20 Broker(s): None**

**1.21 Exhibits:**

- A – Site Plan of the Shopping Center
- B – Landlord's Work
- C – Tenant's Work
- D – Prohibited Uses
- E – Sign Criteria
- F – Parking Areas

**2. DEMISE AND TERM:**

(a) Landlord leases the Premises described in Section 1.2 above to Tenant and Tenant leases the Premises from Landlord subject to the provisions of this Lease; provided, however, the exterior walls and roof of the Premises and the area beneath the Premises are not demised hereunder, and the use thereof together with the right to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Building are hereby reserved unto Landlord. If the names of any other tenants or occupants in the Shopping Center, or the nature of the business to be conducted by any other tenants or occupants of the Shopping Center, or the floor area of the Shopping Center are shown on Exhibit A attached hereto, the same are shown only for illustrative purposes and no representation or warranty is made with respect to the other tenants or occupants in the Shopping Center or other businesses which may be conducted therein or the actual floor areas thereof. As used herein, "floor area" means the number of square feet measured from the exterior faces of exterior walls, corridors and service areas and from the center line of party walls and shall include all area within such boundaries (including any mezzanines) without deduction or exclusion by reason of columns or any other interior construction or equipment.

(b) The Term of this Lease shall commence on the Commencement Date set forth in Section 1.5 and shall end on the Termination Date set forth in Section 1.7 unless adjusted, extended or sooner terminated as provided herein. As used herein, "Lease Year" shall mean a period of twelve (12) full and consecutive calendar months. The initial Lease Year shall begin on the Commencement Date and end on the last day of the month preceding the first anniversary of the Commencement Date; provided, however, if the Commencement Date does not occur on the first day of a calendar month, then the initial Lease Year shall begin on the Commencement Date and end on the last day of the month which contains the first anniversary thereof. Each succeeding Lease Year shall begin upon the termination of the preceding Lease Year.

(c) Promptly upon the execution of this Lease by Tenant, if required by the City of West Allis based on Tenant's Permitted Use of the Premises, Tenant agrees to make appropriate application for a conditional use permit from the City of West Allis approving Tenant's operation and use of the Premises for the Permitted Use, and accordingly, this Lease and all of Landlord's and Tenant's obligations hereunder shall be contingent upon Tenant obtaining such permit. Tenant shall diligently pursue and use its best efforts to obtain such permit, and immediately upon receipt thereof, Tenant shall give Landlord written notice of such permit, together with a copy thereof. In the event that such permit is not obtained by Tenant within forty-five (45) days after the execution of this Lease, time being of the essence, then either Landlord or Tenant shall have the right to terminate and cancel this Lease by written notice to the other, in which event neither party shall have any further rights or liabilities hereunder. Any such notice by Tenant shall be accompanied by written evidence, if any, received by Tenant from the appropriate governmental authority demonstrating Tenant's inability to receive such permit.

**3. RENT:**

Tenant agrees to pay to Landlord at the address set forth in Section 1.15 or such other place designated by Landlord, without prior demand or notice, the rent for the Premises consisting of Base Rent set forth in Section 3.1 and any other additional payments due under this Lease (all of which are hereinafter collectively referred to as "Rent"). In the event that Landlord implements electronic transfer of funds for payment of monthly installments of Rent due hereunder, then promptly upon request of Landlord, Tenant agrees to execute and deliver any authorization required

from time to time to initiate and perform debit entries from Tenant's checking or savings account to effectuate such electronic transfer of funds. Landlord's liability to Tenant shall be limited to the exercise of ordinary care in initiating debit entries as aforesaid and in no event shall Landlord be liable for any indirect, consequential or incidental damages which Tenant may occur. The obligation of Tenant to pay Rent is hereby declared to be an independent covenant. The parties hereto agree that the Rent payable under the terms of this Lease shall be an absolute net return to Landlord for the Term free from any expense, charge, deduction, offset or counterclaim by reason of any obligation of Landlord or any other reason, and all of the provisions of this Lease shall be construed and interpreted to such end.

**3.1 Base Rent:**

The Monthly Base Rent specified in Section 1.9 shall be payable in advance on the first day of each month from and after the Commencement Date until the expiration of the Term. The Monthly Base Rent for any partial month during the Term shall be prorated on a thirty (30) day basis.

**3.2 Percentage Rent: (Intentionally Omitted)**

**3.3 Taxes: (Intentionally Omitted)**

**3.4 Operating Costs: (Intentionally Omitted)**

**3.5 Personal Property Taxes:**

Tenant agrees to timely pay when due all personal property taxes, whether assessed against Landlord or Tenant, on Tenant's furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.

**3.6 Late Charge:**

Tenant acknowledges that late payment of Rent involves additional costs to Landlord for collection and bookkeeping, and, accordingly, Tenant agrees that, if Rent due hereunder is not paid by the fifth day after it is due, then Tenant shall pay upon demand, as additional rent, a late charge equal to five percent (5%) of the amount required to be paid. After implementation of electronic transfer of funds for payment of monthly installments of Rent, if Rent due hereunder is not paid when due (unless the result of an electronic transfer error by Landlord), then Tenant shall pay upon demand, as additional rent, a late charge equal to five percent (5%) of the amount required to be paid. The foregoing provisions for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of Tenant's default in the payment of rent. Tenant further acknowledges that if any check given by Tenant for payment of any amount due shall not be honored by the bank on which it is drawn for any reason, then Landlord shall incur additional costs for collection and bookkeeping, and Tenant therefore agrees to pay Landlord upon demand the sum of \$50.00 for each occurrence in addition to all other charges and amounts due (including any applicable late charge).

**4. SECURITY DEPOSIT:**

Upon execution of this Lease by Tenant, Tenant shall deposit with Landlord the Security Deposit set forth in Section 1.17, as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease. Landlord is not required to hold the Security Deposit in any

special or trust account, but may commingle the Security Deposit with other funds of Landlord. No interest shall be paid to Tenant on the Security Deposit. If Tenant fails to perform any of its obligations under this Lease, Landlord may, but shall not be obligated to, use, apply or retain the whole or any part of the Security Deposit for the payment of (i) any Rent or other sums of money due from Tenant hereunder, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, and/or (iii) any costs or expenses incurred by Landlord as a result of Tenant's default. The use, application or retention of the Security Deposit or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law. Landlord, as a condition of exercising any such right or remedy, shall not first be required to proceed against the Security Deposit. If any portion of the Security Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after the written demand from Landlord, to deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. If Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant after the expiration or termination of this Lease after Tenant has surrendered the Premises to Landlord in accordance with this Lease and paid all amounts due and owing to Landlord. In no event shall Tenant be permitted to use or designate the Security Deposit for the payment of Rent.

**5. CONDITION OF PREMISES:**

(a) Prior to the commencement of the Term, Landlord shall substantially complete the construction of the improvements to the Premises as identified and described on Exhibit B attached hereto ("Landlord's Work"). All Landlord's Work shall be done in a good and workmanlike manner in compliance with all building codes and regulations. In the event of a dispute, Landlord's architect shall determine whether the work has been done in accordance with the terms of this Lease and his decision shall be conclusive. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that they are in satisfactory condition. Notwithstanding any provision hereof to the contrary, Landlord may make such variations in the work to be performed by it as may be necessary or appropriate for the development of the Shopping Center and construction of the Premises and the Shopping Center, but no such changes shall materially alter the general appearance or amount of floor space nor substantially affect the quality or substantially change the interior arrangement of the Premises.

(b) Tenant's sole cost and expense, shall perform all other alterations, improvements and other work not specifically the responsibility of Landlord as set forth in Exhibit B and necessary to complete construction of the Premises and to prepare the Premises for Tenant's use ("Tenant's Work"). All such work shall be done in accordance with Exhibit C attached hereto.

**6. USE:**

(a) The Premises shall be used only for the Permitted Use set forth in Section 1.14 above and for no other purposes. Tenant shall not do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Building, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could injure the reputation of the Building or otherwise violate any recorded covenant or restriction affecting the Building. Tenant expressly acknowledges that residential tenants occupy apartments adjacent and above the Premises, and Tenant agrees that it shall not cause or maintain or permit any nuisance or any act or condition which disturbs the quiet enjoyment of any other tenant of the Building. Tenant shall not commit or suffer the commission of any waste in, on or about the Building. Tenant shall not cause or permit any obnoxious odors or fumes which Landlord in its sole discretion shall consider objectionable to emanate from the Premises, nor shall Tenant cause any excessive noise or use any advertising medium (such as loudspeakers, phonographs or radio

broadcasts) that may be heard outside the Premises or that shall be a nuisance to Landlord or other tenants of the Building and upon notice from Landlord, Tenant shall cause such odors or noise to cease. Tenant expressly acknowledges that it shall be the sole responsibility of Tenant to secure all necessary permits, licenses and approvals from all governmental authorities having jurisdiction for the use of the Premises as set forth herein. Tenant and Tenant's employees and agents shall not solicit business in the parking area or other Common Areas, nor shall Tenant distribute any handbills or other advertising matter in the parking area or in other Common Areas. Tenant agrees that all loading and unloading of goods shall be made at such places as are designated by Landlord and all loading and unloading operations shall be conducted so as not to obstruct or hinder the residential tenants of the Building or the operation of the businesses of the other tenants of the Shopping Center, nor will Tenant unreasonably block or obstruct any street, sidewalk or right-of-way adjacent to or comprising part of the Building. Tenant shall at all times vigorously operate its business in a reputable and first-class manner so as to promote and not to injure the reputation of the Shopping Center or the Building. Tenant shall maintain adequate equipment and employ sufficient personnel to assure a successful operation on the Premises and shall be open for customer business and operate the entire Premises (unless prevented by acts of God or other circumstances not within its control) during the entire Term of this Lease at all such times in which the other businesses in the Shopping Center and/or the like businesses in the general trade area are generally open for customer business but in any event at least eight (8) hours per day, five (5) days per week.

(b) Without in any manner limiting the provisions of this Section, it is expressly acknowledged and agreed by Landlord and Tenant that it is in the best interest of each party to maintain an appropriate mix and variety of merchandise and services offered for sale by the tenants of the Shopping Center, and accordingly, it is expressly agreed by Tenant that no portion of the Premises shall at any time be used for any of the purposes or for the display or sale of any of the merchandise or services set forth on Exhibit D attached hereto. Tenant expressly acknowledges and agrees that the foregoing covenant is a material inducement for Landlord to enter into this Lease and that since damages for breach of such covenants will be difficult to ascertain, such covenants shall be enforceable by injunction in addition to any other remedies available to Landlord in the event of a default by Tenant hereunder.

7. **COMPLIANCE WITH LAWS AND SHOPPING CENTER RULES:**

Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Tenant shall not do or permit anything to be done on or about the Building or bring or keep anything therein which will in any way increase the cost of any insurance now or hereafter carried on the Building or any of its contents or that will invalidate any such insurance. If Tenant installs any electrical equipment that overloads the electrical lines in the Premises, Tenant shall, at its own expense, make such changes as may be necessary to comply with the requirements of insurance underwriters and governmental authority having jurisdiction. Tenant shall also comply with all rules and regulations to regulate the use, occupancy and operation of the Common Areas which may from time to time be established by Landlord in writing (the "Shopping Center Rules"), and any modifications or amendments thereto. Landlord shall not be responsible to Tenant for the noncompliance by other tenants or occupants with the Shopping Center Rules. For the enforcement of the Shopping Center Rules, Landlord shall have available to it all remedies provided in this Lease in the event of a breach thereof and all legal remedies whether or not provided for in this Lease by law or in equity.

**8. ENVIRONMENTAL REQUIREMENTS:**

Tenant shall comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Term of this Lease. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws". Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Permits") and make all applicable filings required of Tenant under the Environmental Laws required by Tenant to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by Landlord at Tenant's offices upon reasonable notice and during business hours. Tenant shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant's business provided that Tenant shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises, and Tenant shall give Landlord written notice of the identity of such substances. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement applies to the Premises. Tenant shall, from time to time, at Landlord's request, execute such other affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, claim or injury, including attorney fees, and the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by Tenant, its agents and employees on, under or about the Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by Tenant or any occupant of the Premises or the operation of Tenant's business on the Premises during the Term of this Lease. Notwithstanding anything to the contrary contained herein, Tenant shall not be responsible for and shall not be required to indemnify Landlord against any loss, claims, liability or costs arising out of (i) the presence of any Hazardous Substances existing in the Premises prior to the Commencement Date or (ii) any Hazardous Substances brought or introduced onto the Premises by Landlord, its agents or employees from and after the Commencement Date, and Landlord shall be responsible for the remediation, abatement or removal of any such Hazardous Substances as required by law and shall indemnify and hold Tenant harmless from any and all claims or liabilities arising out of the foregoing causes including all costs related to such remediation, abatement or removal together with any governmental fines, penalties and reasonable attorney fees related thereto. The foregoing covenants and indemnifications shall survive the expiration of the Term of this Lease.

**9. COMMON AREAS:**

Tenant and its employees, customers and invitees shall have the reasonable non-exclusive right to use, in common with Landlord and the other tenants and occupants of the Shopping Center and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas as may from time to time exist. Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of

any rights to any person or the public therein or to discourage non-customer parking. Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. The Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Shopping Center and its Common Areas; to construct additional buildings and stories; to create additional rentable areas through use and/or enclosure of Common Areas; to close portions of the Common Areas for security reasons, to perform maintenance, repairs, replacement and alterations and to discourage non-customer parking; to place signs in the Common Areas and on the Shopping Center; to change the name of the Shopping Center; to change the nature of the use of any portion of the Shopping Center; and to perform such other acts as Landlord in the exercise of its good business judgment shall determine to be necessary or appropriate for the Shopping Center or the operation of the Building.

**10. PARKING:**

Tenant and Tenant's customers and invitees shall have the non-exclusive right to use the parking spaces located within the Common Areas as shown on Exhibit F attached hereto, and Tenant agrees that its customers and invitees shall not park in the area designated in Exhibit F where such parking is not allowed. Landlord reserves the right to regulate parking within the Common Areas, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant's customers and invitees to park their cars only in areas specifically designated from time to time by Landlord for that purpose. Tenant acknowledges that parking in the Common Areas is available only for the customers of Tenant and other tenants of the Shopping Center, and Tenant agrees that its employees shall not park in such parking area. Automobile license numbers of Tenant's employees' cars shall be furnished to Landlord upon Landlord's request. Tenant shall not permit vehicles to be abandoned or stored in the parking areas.

**11. MAINTENANCE AND REPAIRS:**

Landlord shall cause the Common Areas and the exterior walls, roof, foundation and the central heating system of the Building to be kept in proper repair during the Term of this Lease; provided, however, that if any such repairs shall be occasioned by the acts or negligence of Tenant, its agents, employees, customers or invitees, Tenant shall be responsible for the entire cost of such repairs. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant shall, at its expense, during the Term of this Lease, pay for and make all other necessary repairs and replacements to the Premises, including, but not limited to, the doors, door checks, door hardware, windows, ceiling tile, store front, fixtures, heating, ventilating and air conditioning facilities located in or exclusively servicing the Premises and the electrical and plumbing facilities in or exclusively servicing the Premises to the point of entry to a common line, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same condition that the same are in at the commencement of the Term, ordinary wear and tear excepted. Tenant shall be responsible for repairing any damage to the Premises or the Building caused by the installation or moving of Tenant's furniture, equipment and personal property. Tenant shall, at its expense, also repair or replace with glass of equal quality any broken or cracked plate or other glass in doors, windows and elsewhere in or adjacent to the Premises. Tenant shall not defer any repairs or replacements to the Premises by reason of the anticipation of the expiration of the Term. The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Term of this Lease, which obligation shall survive the expiration or early termination of this Lease.



Without limiting Tenant's obligations under this Section, Tenant shall, at Landlord's option, at all times during the term of this Lease, have and keep in force a maintenance contract, in form and with a contractor satisfactory to Landlord, providing for inspection at least twice each calendar year of the heating, ventilating and air conditioning equipment servicing the Premises, and providing for maintenance and any necessary repairs thereto. Tenant shall furnish Landlord a copy of its maintenance contract prior to the Commencement Date. Said contract shall provide that it will not be cancelable by either party thereto, except upon thirty (30) days prior written notice to Landlord. Promptly upon completion of each such inspection and maintenance, Tenant shall furnish to Landlord written evidence of the results of any inspections and the performance of such maintenance.

Tenant shall keep the Premises in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Premises or the Building. Landlord shall arrange for the commercial or municipal removal of all garbage and refuse of the Shopping Center, and Tenant shall use such dumpsters and areas as Landlord shall designate for such purposes.

**12. UTILITIES:**

From and after the Commencement Date, Tenant shall be responsible for and promptly pay all charges for telephone and separately metered gas, electricity, water, sewer and any other separately metered utility services used or consumed in the Premises. If water and/or sewer usage is not separately metered by the municipality or submetered by Landlord, Tenant shall pay to Landlord its share of the water and sewer charges for the Building or the Shopping Center within ten (10) days after receipt of a bill from Landlord. Tenant shall keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein. Should Landlord elect to supply any utility used or consumed in the Premises, Tenant agrees to pay for the same as additional rent, but in no event at a cost greater than as if purchased directly and in the same quantity from the public utility furnishing the same. In no event shall Landlord be liable for damages, nor shall the rental herein reserved be abated or subject to offset or deduction for an interruption, delay or failure in the supply of any utility services for the Premises nor shall any such interruption, delay or failure in supply of such services be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Lease.

**13. ALTERATIONS:**

Tenant shall not make any alterations, additions or improvements ("Alterations") in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the prior written consent of Landlord. Landlord's consent to any Alterations may be granted or withheld in its sole discretion or may be made contingent upon Tenant agreeing to such conditions relating thereto as Landlord may impose. Any Alterations shall be made at Tenant's own cost and expense and in a good and workmanlike manner in accordance with the laws, ordinances and codes relating thereto and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. At the request of Landlord, Tenant shall provide prior to commencement of the work, a construction cost breakdown for such work certified to by the architect or contractor employed by Tenant to supervise such work, which breakdown shall show the total cost of such work and all component items thereof, and written evidence reasonably acceptable to Landlord of Tenant's financial ability to pay for all such work in full. Tenant shall employ only such labor in performing said work or any other construction work in or about the Premises during the term as will not cause any conflict or controversy with any labor organization representing building trades performing work in or about the Building. Tenant shall perform any

Alterations in a manner so as to cause the least possible interference with and disturbance to other tenants of the Building.

**14. SIGNS:**

Tenant shall not erect, install or maintain any sign, advertising or display matter on any exterior door, wall or window of the Premises or on any other part of the Premises which is visible to public view outside the Premises without the prior written approval of Landlord. Notwithstanding the foregoing, Tenant shall have the right, at its sole cost, to display a storefront sign on the exterior façade of the Premises, provided that such sign is in compliance with all applicable governmental and insurance requirements and Landlord's sign criteria attached hereto as Exhibit E and Landlord has approved the same. Tenant shall promptly, upon written notice from Landlord, remove any such sign, advertising or display matter erected or maintained in violation of this Section, and if Tenant fails to do so, Landlord or its agents or contractors may enter upon the Premises and cause the same to be removed and the cost of removal and restoration shall be paid by Tenant as additional rent upon demand. Tenant shall keep Tenant's display windows, signs and lights in the store front lighted each and every day of the Term of the Lease during the hours designated by Landlord. Tenant shall maintain, repair and replace such signs and lights and shall pay for all electric current consumed thereby, and Tenant shall hold Landlord harmless from all liability on account of the erection, maintenance, repair and replacement thereof. No name, symbol, mark, design or insignia adopted by Landlord for use in connection with the Shopping Center shall be used by Tenant without in each instance the prior written consent of Landlord. If Landlord undertakes a renovation of the Building in which the Premises are located, then at the request of Landlord, Tenant shall, at Tenant's sole cost, remove Tenant's storefront sign on the exterior façade of the Premises and upon completion of such work by Landlord, Tenant shall, at Tenant's sole cost, replace such storefront sign with a new sign which conforms to Landlord's then current sign criteria and complies with all applicable governmental and insurance requirements.

**15. LIENS:**

Tenant shall not create or permit any liens under any construction lien law to be filed or recorded against the Premises or the Building or against the interest of Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record.

**16. RIGHT OF ENTRY:**

Landlord and its agents shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, to show the Premises, and to improve or repair the Premises and any portion of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease. In case of emergency (the existence of which shall be determined by Landlord), if Tenant shall not be present to permit entry, Landlord or its representatives may enter the same forcibly without rendering Landlord or its representatives liable therefor or affecting Tenant's obligations under this Lease. During the six (6) months prior to the expiration of the Term, Landlord may exhibit the Premises to prospective tenants and place upon the Premises the usual notices "To Let" or "For Rent", which notices Tenant shall permit to remain therein without molestation.

**17. INSURANCE:**

Tenant shall, at its expense obtain and carry at all times during the Term of this Lease (a) commercial general liability insurance including contractual liability coverage for the indemnification obligations of Tenant contained in this Lease covering injury to or death of persons and damage to property in an amount not less than \$1,000,000.00 combined single limit per occurrence/\$2,000,000.00 annual aggregate (or such higher amounts as Landlord shall from time to time determine); (b) fire insurance, with extended coverage, vandalism and malicious mischief and theft and mysterious disappearance endorsements, without deductible or coinsurance, covering the contents of the Premises and all alterations, additions and leasehold improvements made by or for Tenant in the amount of their full replacement value; (c) plate glass insurance covering all plate glass in the Premises in the amount of the full replacement cost thereof; (d) if and to the extent required by law, worker's compensation insurance or similar insurance; and (e) such other insurance as may be required from time to time by Landlord or any underlying lessor or mortgagee of the Building. All of such policies shall be written by an insurance company or companies satisfactory to Landlord, shall name Tenant, Landlord and any other parties in interest designated by Landlord, as insured, as their interests may appear, shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry, and shall contain a clause that the insurer will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord. A certificate of Tenant's insurers evidencing such insurance and in form acceptable to Landlord shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord.

**18. WAIVER OF SUBROGATION:**

[Intentionally Omitted]

**19. INDEMNITY:**

(a) Tenant hereby indemnifies Landlord and agrees to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises (except to the extent the same results from the negligence or intentional misconduct of Landlord) or arising by reason of Tenant's occupancy of the Premises or by reason of any breach or default by Tenant in the performance of any term of this Lease on Tenant's part to be performed. For the purpose hereof, the Premises shall include the service areas adjoining the same and any loading area allocated to the use of Tenant. In case Landlord shall be made a party to any litigation arising out of any such occurrence, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Tenant's obligations under this Section shall survive the termination of this Lease.

(b) Landlord hereby indemnifies Tenant and agrees to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the common areas of the Shopping Center to the extent the same results from the negligence or intentional misconduct of Landlord, its employees or agents. In case Tenant shall be made a party to any litigation arising out of any such occurrence, then Landlord shall, upon notice from Tenant, defend such litigation. Landlord's obligations under this Section shall survive termination of this Lease.

**20. NON-LIABILITY OF LANDLORD:**

If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against

Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of rents or other income from such property receivable by Landlord, and neither Landlord nor any of the members of Landlord shall be personally liable for any deficiency.

**21. CASUALTY:**

If the Premises or the Shopping Center is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and Landlord shall cause the Premises to be restored to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to cause the restoration of any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that prior to its damage. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Premises which are untenable shall be abated until the Premises or such part thereof shall have been put in tenable condition. Notwithstanding the foregoing, if any destruction or damage to the Premises or to the Shopping Center (whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises or Shopping Center or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant, such notice to be given within ninety (90) days after the occurrence of such damage or destruction.

**22. CONDEMNATION:**

If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the Base Rent payable hereunder shall be apportioned accordingly. If any material part of the Shopping Center is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority upon giving written notice thereof to Tenant, and the Base Rent payable hereunder shall be apportioned accordingly. In the event this Lease is not terminated pursuant to the foregoing, then this Lease shall continue in force as to the part of the Premises not taken, the Base Rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken, and Landlord shall, with reasonable dispatch, cause all necessary repairs or alterations to be made to the basic building structure so as to constitute the remaining structure a complete architectural unit. In no event shall Landlord be obligated to expend for such repairs an amount in excess of the condemnation proceeds available to Landlord for such rebuilding. All damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises or the Shopping Center shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such other items which do not reduce the award or proceeds of sale payable to Landlord. In the event that this Lease is terminated, Tenant shall not have any claim against Landlord for the loss of its leasehold estate or value of the unexpired term hereof.

**23. ASSIGNMENT AND SUBLETTING:**

Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or any interest therein or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law without the prior written consent of Landlord. The following shall be deemed to be an assignment of this Lease within the meaning of this Paragraph: (a) the sale, issuance or transfer of any voting stock of Tenant (if Tenant is a non-public corporation or if Tenant is a public corporation and such sale, issuance or transfer results in Tenant becoming a non-public corporation) which results in a change in voting control of Tenant; (b) the sale, issuance or transfer or any partnership or membership interest in Tenant if Tenant is a partnership or limited liability company; (c) the sale, issuance or transfer of any beneficial interest in Tenant if Tenant is a trust; and (d) the death or incapacity of Tenant if Tenant is a natural person. Without waiving Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant, Landlord may collect from the assignee, sublessee or occupant, any rent and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Further, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of Rent due and to become due and the performance of all other obligations of Tenant hereunder for the term hereof. Tenant shall pay to Landlord, as additional rent, any costs and expenses including reasonable attorney fees incurred by Landlord in connection with any proposed or purported assignment, sublease or other transfer.

**24. DEFAULT:**

If (a) Tenant shall fail to pay the rent or any charge due hereunder within five (5) days after the same is due, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for ten (10) days after written notice thereof has been given to Tenant (or such other reasonable time as necessary if such default can not be cured within ten (10) days and Tenant, upon receipt of such notice, immediately and diligently attempts to effect such cure and proceeds to in fact complete such cure), or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise pass to any party other than Tenant, or (d) if Tenant shall abandon or vacate the Premises or permit the Premises to become vacant, or (e) Tenant or any guarantor of this Lease shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property or that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or (g) an execution or attachment is levied against Tenant's property or that of any guarantor of this Lease, or (h) Tenant shall be in default under any other lease between Landlord (or any affiliate of Landlord, the partners or members of Landlord or an affiliate of any of the foregoing) and Tenant (or any affiliate of Tenant), then in any such case, Landlord may, upon notice to Tenant, recover possession of and re-enter the Premises without affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Premises. Further, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that

Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation attorney fees, shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 26 below from the date of the advance to the date of repayment by Tenant to Landlord.

A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

**25. INTEREST:**

Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at an annual rate equal to the greater of (i) five percent (5%) per annum in excess of the reference rate of interest announced, from time to time, by Citibank, N.A. or its successor, or (ii) eighteen percent (18%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

**26. SURRENDER:**

Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good condition and repair consistent with Tenant's duty to make repairs as provided herein. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All furniture, equipment and unattached movable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by such removal. Tenant's property not so removed may, at Landlord's option, be deemed abandoned and the property of Landlord. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises.

**27. HOLDOVER:**

In the event Tenant remains in possession of the Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Such month-to-month tenancy may be terminated by either party effective as of the end of any calendar month by twenty-eight (28) days prior written notice to the other party. If Tenant remains in possession of the Premises without the consent of Landlord or remains in possession of the Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then Tenant shall pay to Landlord a use and occupancy charge equal to two times the Monthly Base Rent in effect immediately prior thereto, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. The provisions of this Section shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

**28. TRANSFER BY LANDLORD:**

In the event of a sale or conveyance by Landlord of the Shopping Center, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease. In the event of the sale or other transfer of Landlord's interest in the Shopping Center, or in the event of any proceedings brought for the foreclosure thereof, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Shopping Center, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

**29. SUBORDINATION:**

This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed affecting the Shopping Center and to the lien of any mortgages now or hereafter placed on or against the Shopping Center, or on or against Landlord's interest or estate therein, and including all extensions, renewals, amendments and supplements to any such lease or mortgage, without the necessity of the execution and delivery, of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver to Landlord, within ten (10) days after request therefor from Landlord, such further instruments evidencing the subordination of this Lease to any ground or underlying leases and to the lien of any such mortgages as may be hereafter executed affecting the Shopping Center, provided that any lessor under any such ground or underlying lease or the holder of any mortgage has agreed not to terminate or disturb Tenant's right to use and occupy the Premises pursuant to the terms of this Lease so long as Tenant is not in default hereunder. Failure of Tenant to execute and deliver such instrument within such ten (10) day period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant's interest therein. Further Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument in Tenant fails to execute and deliver the same within the time period as aforesaid. Notwithstanding anything herein above contained in this Section, in the event the holder of any mortgage or the lessor under any ground or underlying lease shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage or lease, then and in such event, upon any such holder notifying Tenant to that

effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage or lease, whether this Lease is dated prior to or subsequent to the date of such mortgage or lease.

**30. MODIFICATIONS:**

Tenant agrees to execute any modification of this Lease which may be required by a lender as a condition to making a mortgage loan on the Shopping Center; provided that no such modification shall alter the rent or term provided herein or materially reduce the economic value hereof to Tenant. Tenant agrees to complete and promptly return any estoppel certificates that may be required in connection with any mortgage loan on the Shopping Center. Upon request, Tenant shall furnish Landlord and its lender a copy of Tenant's current annual financial statement and furnish any other financial information requested by Landlord, and Tenant shall otherwise cooperate with Landlord's efforts in obtaining mortgage financing.

**31. ESTOPPEL CERTIFICATES:**

Tenant agrees that at any time and from time to time within ten (10) days after request therefor from Landlord or one of Landlord's mortgagees, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the rent and other charges have been paid, and (c) that, so far as Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or Landlord's mortgagee may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest. Failure of Tenant to execute and deliver such instrument within such ten (10) day period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant's interest therein. Further, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument if Tenant fails to execute and deliver the same within the time period as aforesaid.

**32. ADVERTISING:**

Tenant agrees to operate its business under the trade name specified in Section 1.19 and not to change the advertised name or the character of the business without Landlord's prior written consent. Tenant further agrees to refer to the Shopping Center in all advertising and other references to the location of the Premises.

**33. SECURITY INTEREST: (Intentionally Omitted)**

**34. NOTICES:**

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed given when (i) delivered in person, or (ii) sent by United States certified mail, return receipt requested, postage prepaid, or (iii) deposited with Federal Express or other nationally recognized overnight delivery service, or (iv) sent by telefacsimile. Notices and demands to Tenant shall be sent to it at the address and facsimile number set forth in Section 1.16 hereof or to such other place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to Landlord shall be sent to it at the address and facsimile number set forth in Section 1.15 hereof, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to Tenant. Notice shall be deemed received (i) two (2) business days after mailing as above, (ii) the next business day if sent by



overnight delivery service as above, (iii) on the day of receipt if sent by telefacsimile before 4:00 p.m. on a business day, otherwise on the next business day, and (iv) at the time of personal delivery.

**35. EXECUTION:**

The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant. Tenant shall not record this Lease without the prior written consent of Landlord.

**36. BINDING EFFECT:**

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

**37. RELOCATION:**

Notwithstanding any provision of this Lease to the contrary, upon not less than sixty (60) days prior written notice to Tenant, Landlord shall have the right to relocate Tenant to substitute premises of comparable floor area within the Shopping Center. In the event of any such relocation by Landlord pursuant to the provisions hereof, the substitute premises identified by Landlord shall be improved at Landlord's cost and expense to a condition comparable to that of the Premises originally leased to Tenant, and Landlord shall bear the expense of relocating Tenant's furniture, equipment and personal property to the substitute premises. Upon such relocation the substitute premises shall become the Premises for all intents and purposes under this Lease and, if necessary, the Base Rent payable by Tenant shall be recomputed by Landlord using the rental rate per square foot then in effect under this Lease and the calculation of Tenant's Proportionate Share shall be recomputed to reflect any variation in area between the premises originally leased to Tenant and such substitute premises.

**38. CONSTRUCTION ON ADJACENT PREMISES OR BUILDINGS:**

Landlord reserves the right at any time and from time to time to enlarge the Shopping Center by causing land or space adjoining the Shopping Center to be incorporated within the Shopping Center, constructing buildings and improvements on such land, making alterations or additions to the Building of which the Premises are a part, and relocating the driveways, entrances and exits, parking areas, easement areas and other Common Areas. In the event that the Shopping Center is enlarged pursuant to the foregoing, then, at Landlord's option, the calculation of Tenant's Proportionate Share of Taxes pursuant to Section 3.3 and Operating Costs pursuant to Section 3.4 shall include such expenses attributable to the enlargement and Tenant's Proportionate Share shall be appropriately revised to reflect any change in the total number of square feet of gross leasable floor area in the Shopping Center. If any excavation or other construction work shall be about to be made or shall be made on any premises adjoining or above or below the Premises or on any other portion of the Shopping Center or the Building by Landlord, an adjoining owner or other tenants of the Shopping Center, Tenant shall permit Landlord, the adjoining owner or other tenant and their

respective agents, employees, licensees and contractors, to enter the Premises and to shore the foundations and/or walls thereof, and to erect scaffolding and/or protective barricades around and about the Premises (but not so as to preclude entry thereto) and to do any act or thing necessary for the safety or preservation of the Premises. Tenant's obligations under this Lease shall not be affected by any such construction or excavation work, shoring-up, scaffolding or barricading. Landlord shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other annoyance arising from any such construction excavation, shoring-up, scaffolding or barricades, but Landlord shall use reasonable efforts to cause as little inconvenience, annoyance and disturbance to Tenant as possible consistent with accepted construction practice in the vicinity so that such work shall be expeditiously completed.

**39. INTERPRETATION:**

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Tenant acknowledges that it has read this Lease and that it has had the opportunity to confer with counsel in negotiating this Lease; accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

**40. FORCE MAJEURE:**

In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**41. AUTHORITY:**

If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

**42. JOINT AND SEVERAL LIABILITY:**

If Tenant is more than one natural person, the individuals collectively referred to herein as Tenant shall be jointly and severally liable with respect to the obligation to pay Rent and all of the other obligations, covenants and agreements of Tenant set forth in this Lease.

**43. BROKERAGE:**

Tenant warrants that it has no dealings with any broker or agent in connection with this Lease other than the Broker(s), if any, identified in Section 1.20 (whose commission, if any, shall be paid by Landlord pursuant to separate agreement), and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, liability and expense (including reasonable attorney fees) arising from any claims or demands of any other broker or agent for any commission or fees in connection with this Lease.

44. **SALES REPORTING: (Intentionally Omitted)**

45. **FINANCIAL STATEMENTS: (Intentionally Omitted)**

46. **ADDENDA:**

The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point

EXECUTED as of the date first written above.

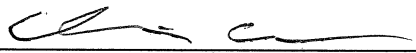
**LANDLORD:**

BEDROCK DEVELOPMENT COMPANY, LLC

By: \_\_\_\_\_  
Michael D. Weiss, Authorized Agent

**TENANT:**

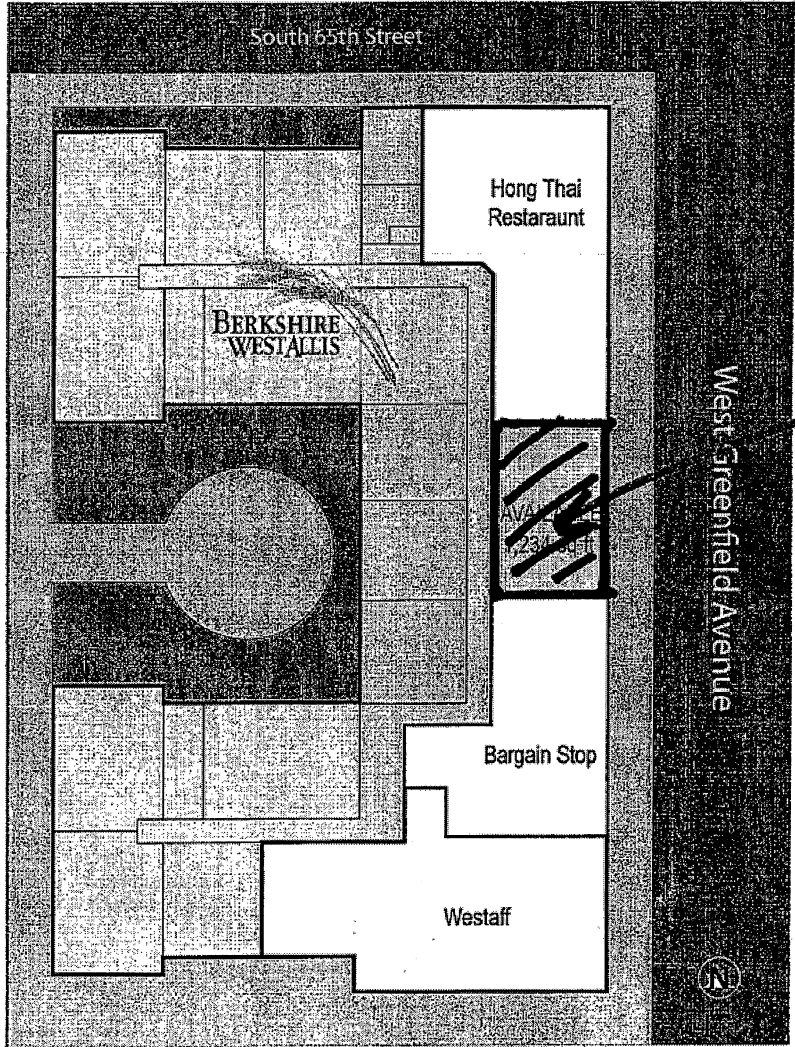
MILWAUKEE COUNTY

By:   
Name: CHRIS ABELE  
Title: COUNTY EXECUTIVE

**EXHIBIT A**

**SITE PLAN**

**Berkshire West Allis** GENERAL CAPITAL GROUP  
WEST ALLIS, WI  
6401 - 6427 West Greenfield Avenue



*Premises*

**EXHIBIT B**

**LANDLORD'S WORK**

- Construct three (3) "solid wall" offices at east end of Premises
- Patch and paint walls
- Shampoo carpet and clean the Premises

**EXHIBIT C**

**TENANT'S WORK**

1. Prior to commencement of construction of Tenant's Work, Tenant shall submit a list of all architectural and engineering consultants and all contractors and subcontractors participating in Tenant's Work for Landlord's approval.

2. Prior to commencement of construction of Tenant's Work, Tenant shall submit for Landlord's review and approval, Tenant's final construction drawings for the improvements including, but not limited to, all mechanical, electrical, plumbing and fire/life safety plans. It is expressly understood and agreed that in approving Tenant's plans and specifications, Landlord shall have no liability whatsoever for any defects, errors or omissions in the documentation furnished by it to Tenant or as a result of its approval nor shall Landlord be deemed to have warranted or represented that the same comply with applicable codes, regulations, ordinances, covenants or restrictions affecting the construction of improvements on the Premises, and Tenant shall have sole responsibility for compliance with all such matters.

3. Prior to commencement of construction of Tenant's Work, all architectural and engineering consultants and all contractors (and subcontractors if there is no general contractor) shall submit to Landlord certificates of (i) general liability insurance with a minimum of \$2,000,000 coverage also listing Landlord as an additional insured on a primary basis and (ii) workers compensation insurance required by State law.

4. Prior to the commencement of Tenant's Work, Tenant shall submit to Landlord a construction cost breakdown for such work certified to by the architect or general contractor employed by Tenant to supervise such work, which breakdown shall show the total cost of such work and all component items thereof.

5. Prior to the commencement of Tenant's Work, Landlord and Tenant shall mutually agree on the location of dumpsters, the staging of work and access to the Premises.

6. Following Landlord's approval of the plans and specifications, Tenant shall promptly commence and diligently prosecute to completion Tenant's Work in good and workmanlike manner, in compliance with all building codes and regulations, and in accordance with the approved plans and specifications and free of construction liens. Tenant shall indemnify Landlord and save Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. Any development of the Premises other than in accordance with the approved plans and specifications shall, at the option of Landlord, constitute a default under the terms, conditions and provisions of this Lease, and Landlord shall be entitled to enjoin such development in addition to all other rights or remedies Landlord may have, it being expressly acknowledged and agreed by the parties that monetary damages would be an inadequate remedy in such event.

7. During construction of Tenant's Work, Tenant shall not inconvenience or disturb tenants of the Shopping Center. Landlord reserves the right to designate work rules and/or hours for Tenant's contractor so as to minimize disruption to other tenants of the Building. Tenant shall ensure all Common Areas will be free and clear of construction materials and any Common Areas affected by Tenant's construction will be cleaned on a daily basis or more often as conditions, in Landlord's opinion, require. Tenant shall be solely responsible for worksite safety and the means and methods of construction.

Tenant is also responsible for the security of the Premises and for theft or damage to the property during construction.

8. Tenant shall be responsible for compliance with all state, federal, and local codes including ADA as it pertains to Tenant's Work. Tenant shall submit to Landlord copies of all state and local approvals required in connection with Tenant's Work including Tenant's building permit.

9. Tenant shall provide temporary construction barriers to control and retain noise, dust, or other materials within the Premises. Tenant agrees to follow all reasonable directives from Landlord if, in Landlord's opinion, Tenant's efforts to control the above-mentioned emissions are not adequate. Tenant agrees that all waste, garbage and debris resulting from any work performed by Tenant or Tenant's contractors or subcontractors shall be removed from the Premises at Tenant's sole cost and expense.

10. Landlord shall have the right to inspect the Premises and the conduct of Tenant's Work periodically and upon completion of construction. Any temporary access keys provided by Landlord to Tenant shall be returned to Tenant upon completion of construction.

11. Upon completion of construction, Tenant shall furnish to Landlord (i) lien waivers from all contractors, subcontractors and materialmen involved in the construction of Tenant's Work and (ii) as-built drawings of the Premises.

12. Tenant shall provide Landlord a copy of the occupancy permit for the Premises prior to Tenant's occupancy thereof.

**EXHIBIT D**

**PROHIBITED USES**

Operation of a staffing agency



## **EXHIBIT E**

### **SIGN CRITERIA**

The goal of the following design guidelines is to promote a high quality, unified appearance for the commercial space at Berkshire West Allis while accommodating the individual tenant's need for maximum visibility and clear brand identity. The intent of the guidelines is to create a clear framework for the basic elements of the signage program, i.e. sign style, color, size, etc. as well as basic design principles that will ensure continuity for the shopping center as a whole.

- 1) **Landlord / Municipal Approval.** Signage must be approved by Landlord and local municipality before installation, pursuant to the following:
  - a) **Landlord Approval.** All signage must be approved by Landlord in writing prior to fabrication/installation. All requests for Landlord approval must be accompanied by fabrication and installation plans at an appropriate level of detail to determine compliance with these criteria.
  - b) **Municipal Approval.** Municipality will not grant a sign permit without Landlord's signature. Landlord shall cooperate with Tenant to obtain any municipal approval required for individual tenant signs, provided they comply with these criteria. To expedite municipal approval, Landlord shall provide appropriate documentation of Landlord's approval of Tenant's sign. It shall be Tenant's sole responsibility to obtain an individual West Allis sign permit prior to sign installation.
  
- 2) **Wall Signs.** Signs directly mounted to the exterior wall of the building shall be permitted for "end cap" tenants, shown as "Permitted Wall Sign Area" on **Exhibit E.1**. The following construction specifications apply to all wall-mounted signs:
  - i) **Sign Type.** All wall signs shall be "reverse" channel style letters, mounted on a controlled background panel to minimize penetrations in the building face. **Exhibit E.2** illustrates this concept and **Exhibit E.3** shows an acceptable example as installed in another shopping center.
  - ii) **Sign Size.** The maximum sign area allowed per wall sign shall be based on the width of the tenant space times two (2) square feet (for example, a 20-foot wide tenant would receive a maximum of 40 SF per wall sign). Sign area shall be measured by taking the outside dimensions of the background panel, regardless of letters, logos or other sign content. There is no maximum height for individual letters, provided they fit on the background panel with a minimum of 3" to the edge as shown in Exhibit E.1.
  - iii) **Controlled Background Panel.** All letters shall be mounted to a background panel, which is then mounted to the building face. The background panel shall not be mounted within 6" of any material change on the building (parapet flashing, brick to stone transition, etc.). Final location must be approved by Landlord. Shape, material and color of the background panel is open, however, must be approved by Landlord.
  - iv) **Letters.** Letters shall be constructed of aluminum and painted to create a "brushed aluminum" finish. Letters shall be a maximum of 4" deep, with returns the same color and

material as the face. Letters shall be mounted as appropriate to allow light to glow on the background panel, with a maximum offset of 3”.

- v) **Illumination.** Letters shall be internally illuminated, with all light sources fully concealed within the channel letter. Neon and LED are both acceptable. Neon color and transformer MA is open, however, must be approved by Landlord.
  - vi) **Mounting.** Background panel shall centered in the designated sign area above Tenant’s space, unless otherwise agreed upon by Landlord.
  - vii) **Deviations.** Any deviation from this standard template will be considered on a case-by-case basis and must be approved by Landlord.
- 3) **Canopy Signs.** Tenants located in spaces within the “Canopy Sign Area” shown on **Exhibit E.1** shall be permitted to have signage mounted directly to the structural rail of the canopy. The following specifications apply to canopy mounted signs:
- a) **Sign Type.** All canopy signs shall be individually mounted, 3-D aluminum letters with no internal illumination. **Exhibit E.4** illustrates this concept and **Exhibit E.5** shows an example installed elsewhere.
  - b) **Sign Size.** Canopy signs shall be 14” tall (maximum).
  - c) **Letters.** Letters shall be constructed of aluminum and painted to create a “brushed aluminum” finish. Letters shall be a maximum of 2” deep with returns and back made of the same material as the face.
  - d) **Illumination.** Letters will not be directly illuminated, however, the fabric awning of each canopy will be lit from the top with gooseneck lights, providing backlighting for all canopy signage.
  - e) **Mounting.** Signs shall be centered on the canopy. No signage shall be mounted within 8” of the outside edge of the canopy. Letters shall be individually mounted directly to the front rail with appropriate fasteners to achieve permanent installation.
- 4) **Monument Signs.** Tenants in “end cap” locations may substitute a monument sign for the permitted wall signage. Size, placement and details of the monument shall be negotiated with Landlord and shall require special permission from the City of West Allis.
- 5) **Window Signs.** Tenants may hang temporary and/or permanent signs in storefront windows provided they meet the following criteria:
- a) **Sign Type.** The following window signs are permitted:
    - i) Neon “Open” Signs
    - ii) Neon signs advertising goods and services, provided they do not advertise specific prices (e.g. “Haircuts \$12.00” would be prohibited)
    - iii) Non illuminated decals, posters and other temporary placards advertising specials, provided they do not exceed the size requirements contained herein.
    - iv) Internally illuminated box signs with interchangeable letters are prohibited.

- b) **Size.** Window signage may not exceed 20% of the total window area.
  - c) **Mounting.** All window signage shall be mounted to the inside of windows only. Permanent installation of window signage must be approved by Landlord.
  - d) **Restoration.** Tenant shall be responsible for restoration of building (window, walls, etc.) upon removal of window signage.
- 6) **Installation and Maintenance of Signs.** The following shall apply to the installation and ongoing maintenance of signs at Berkshire West Allis:
- b) **Installation.** Tenants shall be responsible for the initial fabrication and installation of all signs. Tenant's signage contractor shall coordinate with Landlord to ensure adequate power, structural support and any other issues that may affect the installation. Tenant shall be responsible for the cost of electrical hook up, wiring sign to Landlord's timer and ongoing energy consumption.
  - c) **Ongoing Maintenance.** Tenant is responsible for the ongoing repair and maintenance of all signage including, but not limited to, keeping all illumination in working order, keeping all painted surfaces in good condition, replacing any cracked or weathered components and otherwise maintaining all signage in a manner that maintains the high quality appearance of the Shopping Center. If Tenant refuses or neglects to repair or maintain signage after written notice, Landlord may make all necessary repairs and charge Tenant for the cost for making such repairs. Payment shall be due upon presentation of Landlord's bills therefore.
- 7) **Removal of Signage Upon Lease Termination.** Tenant is responsible for removing all signs from the Shopping Center upon termination of Tenant's lease. If Tenant fails to remove signage, Landlord may remove signage and bill such costs back to Tenant.

**EXHIBIT F**  
**PARKING AREAS**

