

COMMERCIAL LEASE

In consideration of the mutual promises and covenants contained in this Lease, Milwaukee County Research Park Corporation (the "Landlord") and Milwaukee County (the "Tenant") agree as follows:

1. PREMISES. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the premises in the building commonly known as the Technology Innovation Center located adjacent to the Milwaukee County Research Park, as further described on Exhibit A attached hereto and incorporated herein (the "Building"), consisting of approximately 5,730 square feet of office space, commonly known as Rooms 500, 502, 506, 508, 516, 517, 518, 519, 520, 521, 522, 524, 526, 540, 544, 546, 548, 550, 557, 559, 560, 561, 562, 564, 566 located on the fifth floor of the Building, as depicted by the cross hatching on the floor plan attached hereto and incorporated herein as Exhibit B and as further described by the room schedule attached hereto and incorporated herein as Exhibit C (the "Premises").

2. ACCEPTANCE AND DELIVERY OF PREMISES. Except as expressly set forth herein, Tenant agrees to accept the Premises "AS IS" and Landlord shall not be required to perform any work or otherwise improve the Premises prior to the Lease Commencement Date as defined in Section 4. If for any reason Landlord is unable to deliver possession to Tenant on the Commencement Date, Landlord shall not be liable to Tenant for any damages, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. If possession is not delivered within 90 days of the original Commencement Date, Tenant may terminate this Lease, by delivering written notice to Landlord within 10 days after the expiration of the 90-day period, as its sole remedy at law or in equity. If possession is not delivered on the original Commencement Date, Landlord and Tenant shall confirm in writing the actual Commencement Date.

3. COMMON AREAS. Tenant shall be entitled to the reasonable nonexclusive use of the common areas within or serving the Building (including the parking lot(s), walkways, hallways, stairwells, elevators and rest rooms serving the basement, first, second, third, fourth and fifth floors of the Building), all as they may from time to time exist, but such use shall be subject to such rules and regulations as Landlord may from time to time adopt governing the same. The cost for parking will be \$10.00 per month per parking space. Landlord may amend the rules and regulations during the term. Landlord reserves the right to reduce, increase or otherwise change from time to time the configuration, size, location and nature of the common areas.

4. TERM. The term of this Lease shall be month to month, but in no case longer than one (1) year commencing December 1, 2014 (the "Commencement Date") and expiring at midnight on November 31, 2015 (the "Expiration Date").

5. RENT. Tenant agrees to pay, without prior demand and without deduction or set-off, rent for the Premises of \$ 6,446.32 (subject to the credit described below) payable on or before the first day of December, 2014 and on the tenth day of each calendar month thereafter in the following amount: \$6,446.32 per month (subject to the credit below).

This rent represents \$13..50 per square foot. Landlord and Tenant have agreed that, the \$5 per square foot payable to the County pursuant to the Prime Lease shall be credited against the Rent, in lieu of collecting funds from the County as Tenant and then having Landlord pay funds back to the County. Thus, the net rent has been reduced to the \$8.50 per square foot, resulting in a monthly Rent of \$4,058.82. Consequently, the funds received from Landlord from County as Tenant satisfy the payment under the Prime Lease and do not require the Landlord to pay the County \$5 per square foot for the Leased Premises during the term of this Agreement.

6. UTILITIES AND SERVICES.

<u>Check if paid by:</u>	<u>Landlord</u>	<u>Tenant</u>
Electricity*	<u>X</u>	<u> </u>

Refuse Disposal**	<u> X </u>	<u> X </u>
Heat	<u> X </u>	<u> </u>
Air Conditioner(s)	<u> X </u>	<u> </u>
Sewer/Water	<u> X </u>	<u> </u>
Janitorial	<u> </u>	<u> X </u>
Parking	<u> </u>	<u> X </u>

* In the event Tenant installs or utilizes air conditioning units, machinery, computers, equipment or other devices requiring electrical energy in excess of normal incidental office use, Tenant shall pay to Landlord an additional amount equal to the reasonable estimate of such increased cost, as determined by Landlord in its sole discretion. Meters may be installed by the Landlord to measure such utility use beyond incidental office use with payments due to Landlord from user for such use at rates consistent with others at the County grounds.

** Landlord will provide customary paper product disposal dumpster. All other disposal shall be conducted by Tenant. Landlord may, in its option, require Tenant to use the same refuse disposal service as all other tenants of Landlord at the Building and Tenant shall pay for all such services.

No interruption, curtailment or suspension of utility service shall be deemed an eviction or render Landlord liable to Tenant for damages, or relieve Tenant from the full and complete performance of all of Tenant's obligations under this Lease.

In the event of the interruption, curtailment or suspension of utility service to Tenant, Tenant shall be solely responsible for any back-up utility service that it deems necessary, and in no event shall Landlord have any responsibility, obligation or liability related thereto.

7. SECURITY DEPOSIT. As security for the performance of Tenant's obligations hereunder, Tenant has paid to Landlord a security deposit in the amount of \$0. If Tenant shall default in the payment of rent or the performance of any of its other obligations under this Lease, Landlord may, in addition to any other rights and remedies available to Landlord, apply all or any part of the security deposit to the payment of any sum in default. Within 30 days after the expiration or earlier termination of this Lease, the amount of the security deposit then held by Landlord shall be repaid to Tenant.

8. USE. The Premises shall be used and occupied only for the following research park use: office space for the Department of Transportation and for no other purpose without the prior written consent of Landlord. Tenant will not use the Premises in any manner that may violate any law, regulation or ordinance, or increase the insurance risk or prevent the obtaining of insurance. If Tenant uses the Premises for any purpose other than as expressly permitted in this section (except for with the advance written consent of Landlord for any other use), Landlord may consider such use a breach of this Lease and terminate this Lease immediately.

9. MAINTENANCE AND REPAIR.

(a) Landlord's Obligations. County shall, at its expense, maintain the portions of the Premises and Building as required by the Prime Lease. To the extent that the following elements are not the County's responsibility under the Prime Lease, Landlord, at its expense, shall maintain the Building, common areas and the mechanical systems including the heating, plumbing and electrical systems serving the Premises as of the commencement of the Prime Lease. However, Landlord shall not be required to make repairs by reason of negligence of Tenant, its agents, employees or invitees or by failure of Tenant to perform and observe any of the conditions of this Lease. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or damage to Tenant's property arising from Landlord making of any repairs,

alterations or improvements in or to any portion of the Building, including the Premises.

Landlord retains the following rights, which may exercise without giving rise to any claim to set off or abatement of rent by Tenant:

(i) to retain at all times and to use in appropriate instances keys to all doors within and into the Premises; and

(ii) to repair, alter, add onto or improve, whether structural or otherwise (the "Work") in the Premises or any part thereof, and for such purposes, and during the continuation of the Work, to temporarily close doors, entryways and corridors in the Premises and to interrupt or temporarily suspend services and facilities. Unless warranted by an emergency, the Work and Landlord's presence on the Premises shall not unreasonably interfere with Tenant's ability to conduct its normal business operations or their use and enjoyment of the Premises.

No interruption in, or temporary stoppage of, any services caused by repairs, renewals, improvements, alterations, normal breakdowns, strikes, lockouts, labor controversy, accidents, fire, inability to obtain fuel or supplies or other causes beyond the reasonable control of Landlord shall be deemed an eviction or disturbance of Tenant's use and possession or relieve Tenant from any obligations set forth herein, unless caused by any wrongful, intentional, or negligent act or omission of Landlord.

(b) Tenant's Obligations. Tenant shall maintain in good condition and repair all portions of the Premises and the fixtures and equipment therein not expressly the responsibility of Landlord. Tenant shall reimburse Landlord for all repairs to the Premises or to the Building which are made necessary as a result of any misuse or neglect by Tenant or any of its officers, agents, employees, contractors, licensees or invitees. Tenant shall protect all carpet flooring within the Premises from unnecessary wear and tear by providing at its own expense chair mats for use under all chairs, except for chairs used infrequently in conference and meeting rooms and chairs for guests and visitors. Landlord may, subject to availability and supply, provide Tenant with chair mats of good quality for a reasonable price.

10. ADDITIONAL COVENANTS OF TENANT.

(a) Signs and Advertising.

(i) Tenant agrees not to place any signs upon the Building or the land on which it sits or the Premises or any lettering on the windows or doors thereof except pursuant to Landlord's prior written consent. Within the last 90 days of the term, Landlord may place "For Lease/Sale" signs upon the Premises or Building.

(ii) Tenant shall not mention the Premises or conduct any advertising related to the Premises if Landlord in its reasonable opinion determines that such advertising impairs the reputation or desirability of the Premises. Upon written notice from Landlord, Tenant shall promptly discontinue such advertising. Tenant agrees that it shall not conduct any advertising or publicity campaign, which will impair the reputation or desirability of the Premises.

(b) Compliance with Laws. Tenant agrees to comply with all laws, orders, ordinances, regulations and Technology Innovation Center guidelines and regulations and with any direction made pursuant to law of any public officer, relating to Tenant's use of the Premises. In no event shall the Premises be used for lodging, dispensing of alcoholic beverages or any immoral purpose. Notwithstanding the foregoing, Tenant shall not be liable to cure any violation of any laws, orders, ordinances or regulations existing prior to the date of the Prime Lease (as hereinafter defined).

(c) Surrender. Tenant agrees upon the termination of this Lease for any reason, to remove Tenant's personal property and trade fixtures and those of any other persons claiming under

Tenant, and to quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Landlord and Tenant, reasonable use and wear excepted.

(d) Personal Property Taxes. Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon Tenant's equipment, furniture, fixtures, and other personal property located in the Premises.

(e) Hazardous Substances. Hazardous Substances shall not be used or stored on the Premises by Tenant. Hazardous Substances or Materials means any hazardous waste, substance or toxic material regulated under any local, state or federal environmental laws, regulations, ordinances applicable to the Building or Premises, or such hazardous substances or material; or materials meant to be employed for explosive purposes.

11. INSURANCE. Tenant is a municipal body corporate that self-funds for general liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. Milwaukee County is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including our contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations. Nothing in this Lease shall be construed as a waiver by Tenant of any rights to immunity, limitation of liability or any other protection that the Tenant may have by law.

12. [INTENTIONALLY DELETED]

13. DAMAGE OR DESTRUCTION. In case of damage to the Premises or the Building by fire, vandalism, malicious mischief or any other casualty, the County, to the extent caused by the County or as required under the Prime Lease, shall (unless this Lease shall be terminated as hereinafter provided) diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Tenant or improvements installed by Tenant) and the Building to the condition in which they existed immediately prior to such destruction or damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of Landlord. To the extent that the Premises are rendered untenable, the rent shall proportionately abate. If more than 25% of the square footage of the Premises and/or Building are damaged or destroyed, Landlord may terminate this Lease upon written notice to Tenant within 60 days of the date of such damage, in which event this Lease shall terminate as of the date of such damage, the rent shall be adjusted to the date of such damage and Tenant shall promptly vacate the Premises.

14. INDEMNIFICATION.

(a) Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs, or expenses, including attorneys fees, arising from any act, omission or negligence of Tenant or its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Building or Premises, or arising from any default under this Lease by Tenant. Landlord shall not be liable to Tenant except for loss, damage, liability or expense resulting from injuries caused solely by any wrongful, intentional, negligent act or omission of Landlord or its officers, agents or employees but only to the extent Tenant is not compensated therefore by insurance. In no event shall Landlord be liable to Tenant for any damage to the Premises or for any loss, damage or injury to any property of Tenant occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including without limitation, water, steam or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, the failure of any systems or facilities in the Premises or the Building or other similar cause in, above, upon or about the Premises or the Building. Landlord shall not be liable for any loss or damage to person or property sustained by Tenant which may be caused by theft, or by vandalism, or by any act or neglect of any tenant or occupant of the Building. Milwaukee County's liability shall be limited by Wis. Stat. § 345.05 for automobile and § 893.80 for general liability.

(b) Tenant agrees to indemnify and save harmless Landlord, their employees, officers and agents from and against any and all costs or expenses, including reasonable attorneys' and consultants' fees, and any and all liabilities, including clean up costs, attributable to or arising out of any adverse environmental condition or hazardous substances or materials belonging to or being directly caused to exist by Tenant or its employees, officers, agents or invitees.

Tenant's indemnity for environmental matters shall include, but not be limited to, the burden and expense of defending all suits and administrative proceedings and conducting all negotiations of any description and paying and discharging, when and as the same become due, any and all judgment, penalty or other sums due against such affected persons due to any and all environmental impairment and/or hazardous substances or material liability caused by Tenant.

Tenant shall, at its sole expense and cost, promptly take all actions required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages and to allow full economic use of the Building, which requirements or necessity arises from the presence upon, about or beneath the Building, or on land adjacent to the Building, of hazardous substances or material or failure to comply with environmental laws, regulations or ordinances which were directly caused by Tenant or its employees, officers, agents or invitees during the term of this Lease, or found after the Lease. Such action shall include, but not be limited to, the investigation of the environmental condition of the Building, preparation of any feasibility studies, reports or remedial plans, and the performance of any clean up, remediation, containment, monitoring or restoration work, whether on or off the Building.

Tenant shall take all reasonable actions necessary to restore the Building or other affected area to the condition existing prior to the introduction of hazardous material substance or upon, about or beneath the Building, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policy, and to the satisfaction of Landlord. Tenant shall provide a good faith effort as respects ordinary government practices to conduct such investigatory and remedial actions. Tenant shall immediately inform Landlord of all information regarding environmental impairment and hazardous substances or materials (when the same become known to Tenant) related incidents which occur at the Building or other affected area or have an effect on the Building, the Premises or surrounding lands.

15. **LANDLORD'S LIABILITY.** Notwithstanding anything to the contrary provided for herein, the covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Landlord personally or the assets of Landlord except Landlord's interest in the Premises, the Building and the property, as the same may from time to time be encumbered. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or its partners or coventurers or their respective heirs, legal representatives, successors, and assigns arising from this Lease or Landlord's obligations with respect to the Premises and the Building, or arising from any covenant, undertaking or agreement of Landlord contained in this Lease.

Tenant agrees Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to or the theft of the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises, and, to the extent permitted by law, the Landlord shall not be liable for any injury to the person or property of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or the result from fire, steam, electricity, gas, water or rain or from the breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, air conditioning, lighting fixtures, windows or from any other cause, whether the said damage or injury results from conditions arising from the Premises or upon other portions of the Building, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except for loss, damage or injury resulting from the willful misconduct of Landlord.

16. IMPROVEMENTS AND ALTERATIONS. Tenant may not make alterations or improvements ("Improvements") to the Premises without the prior written consent of Landlord. Tenant may make cosmetic changes to the Premises, such as repainting of walls, wallpapering and other similar changes. Colors, textures, and materials shall be subtle, in good taste and of high quality and shall be approved in writing by the Landlord. Landlord shall provide the following existing tenant improvements: carpet, mini-blinds, and window air conditioners. Additional improvements will be made at Tenant's sole cost and any contractor must first be approved by the Landlord. Tenant shall obtain all necessary permits and provide Landlord with copies. If cosmetic changes are made with the approval of Landlord, Landlord reserves the right to require Tenant to return the Premises to their original condition at the commencement of the Lease at Tenants sole cost and to pay an additional Security Deposit.

All Improvements, including without limitation: all tenant improvements, except, trade fixtures, furniture and equipment belonging to Tenant which are removable without causing damage to the Building, shall be Landlord's property and shall remain upon the Premises, all without compensation to Tenant. Any trade fixture, furniture and equipment belonging to Tenant not removed within five days after termination or nonrenewal of this Lease shall, at the option of Landlord, be deemed abandoned and become the property of Landlord or its designee, with the cost for removal of the same charged back to Tenant.

Tenant agrees not to create, incur, impose or permit any lien against the Premises or Landlord by reason of any Improvement and Tenant agrees to hold Landlord harmless from and against any such lien claim. Tenant shall obtain and provide Landlord with copies of insurance for itself and any of its contractors and subcontractors and bonds in the amount and in the manner as Landlord deems necessary to protect Landlord from and against any cost, damage or liability related to the construction of the Improvements. Evidence of such insurance and such bonds shall be delivered to the Landlord prior to the commencement of the Improvements. At its expense, Tenant shall cause to be discharged, within ten days of the filing thereof, any construction lien claim filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant.

17. EMINENT DOMAIN. In the event the entire Premises or Building are lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance and rent shall be prorated to such date. In the event only a portion of the Premises or Building is taken or conveyed, the rent shall be equitably adjusted, unless Landlord or Tenant shall elect to terminate this Lease as of the date of such taking or conveyance, provided Tenant's right to terminate this Lease as a result of a partial taking shall only arise if a portion of the Premises is taken, or in the event of a partial taking otherwise affecting the Building, if such partial taking materially affects the conduct of Tenant's business from the Premises. Tenant may terminate this Lease upon written notice thereof within 30 days of such taking or conveyance. Landlord shall notify Tenant of such equitable adjustment or its election to terminate this Lease within 60 days of such taking or conveyance. Tenant shall have no interest in any award resulting from a taking except for moving expenses.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or encumber this Lease, nor sublet the whole or any part of the Premises without first obtaining Landlord's written consent, which consent may be withheld by Landlord in its sole discretion.

19. DEFAULT BY TENANT AND RIGHTS OF LANDLORD.

(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder within ten days after the same is due, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease, then, Landlord, in addition to all other rights and remedies available to Landlord at law or equity or by other provisions hereof, may, immediately re-enter the Premises and remove all persons and property, and, at Landlord's option, terminate this Lease or terminate Tenant's right to possession of the Premises without terminating the Lease. Tenant further agrees that in case of

any such termination Tenant will indemnify Landlord against all loss of rents and other damage, which Landlord may incur by reason of such termination, including, without limitation, reasonable attorneys' fees. The remedies of Landlord expressed herein, shall be in addition to, and not in limitations of, all other remedies available to Landlord of law or in equity.

(b) Right of Landlord to Cure Defaults. If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant, immediately and without notice in case of emergency, or in any other case after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

(c) Unpaid Sums. Any amounts owing from Tenant to Landlord [except as stated in Section 19.(b), under this Lease] shall bear interest at the annual rate of 12% calculated from the date due until the date of payment.

In addition to the interest calculated above, Tenant shall be responsible for a late payment penalty on any amount not remitted in accordance with the terms of this Lease as follows: Tenant shall pay to Landlord a penalty in the amount of the outstanding delinquent payment multiplied by the statutory interest rate in effect for delinquent County property taxes as described in the Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.47(1) Wis. Stats., for each month or portion thereof in which such payment is delinquent. The obligation for payment and calculation thereof shall commence upon the day following the due dates established in this Lease. The provision permitting collection of interest and penalty by Landlord in delinquent payments is not to be considered Landlord's exclusive remedy for default or breach with respect to delinquent payment. The exercise of this remedy, or any other remedy in this Lease, is not a waiver by Landlord of any other remedy permitted under this Lease, including, but not limited to, termination of this lease.

20. **ESTOPPEL CERTIFICATE.** Within ten (10) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in form and content acceptable to Landlord.

21. **SUBORDINATION.** This Lease, and the term and estate hereby granted, and all of the rights of Tenant hereunder, are subject and subordinate to any underlying leases (including, without limitation, the Prime Lease) and the liens of any mortgage or mortgages now or hereafter in force against the Building and/or the land on which it sits, as well as to any and all zoning laws, ordinances and regulations, conditions and agreements affecting said real estate at any time, and Tenant shall execute such further instruments subordinating this Lease to the lien or liens of any such lease or mortgage as shall be requested by Landlord.

Milwaukee County owns the Building and the surrounding land and has leased certain portions of the Building to Landlord pursuant to a certain prime lease between Landlord and Milwaukee County, dated as of March 15, 1993, as subsequently amended (the "Prime Lease"). Notwithstanding anything to the contrary provided for herein, Landlord and Tenant hereby acknowledge and agree that this Lease and Landlord's and Tenant's rights hereunder are subject and subordinate to the Prime Lease, and any termination of the Prime Lease shall result in termination of this Lease. Landlord shall provide Tenant with a copy of the Prime Lease for his review upon the written request of Tenant.

This Lease is entered into to give the County additional rights as a tenant for the Premises. Nothing herein shall be construed to alter the relationship between Landlord and County in the Prime Lease. To the extent that there are differences between this Lease and the Prime Lease, the Prime Lease shall control.

22. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease and the Prime Lease.

23. MISCELLANEOUS PROVISIONS.

(a) Heirs and Assigns. This Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

(b) Non-waiver. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease.

(c) Entire Agreement. Except for the Prime Lease, this Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to Tenant's occupancy of the Premises and the Building. This Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

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

(e) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other shall be served in accordance with Chapter 704, Wisconsin Statutes.

(f) Time is of the Essence. Time is of the essence as to the payment of rent and the performance of all other obligations of Tenant under this Lease.

(g) Parking. Landlord reserves the right to tow away or remove, at the expense of the owner, any vehicle, or other object which is improperly parked or stored or placed in a drive, fire lane or no parking zone. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.

(h) No Liens on Tenant's Interest. In no event shall the Premises be used by Tenant to secure debt or guarantee or mortgage the Tenant's operation, equipment, refinancing or any other obligations.

(i) Nondiscrimination. Tenant will not discriminate on the grounds of race, color, national origin, age, sex or handicap. Tenant will not participate directly or indirectly in any discrimination prohibited by Chapter 56 of the Milwaukee Ordinance and Administrative Code. In the event of the breach of any of the above nondiscrimination covenants which continue after written notice from Landlord, Landlord will have the right to terminate this Lease. Tenant agrees that it will strive to implement the principals of equal employment opportunity through an effective affirmative action program in operating the Premises, which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups. The parties agree that in the event of any dispute as to the compliance with the aforesaid requirements, it shall be Tenant's responsibility to show that it has met all such requirements.

(j) Security. Tenant shall be solely responsible for security of the Premises, its equipment, fixtures, inventory and all other personal property of Tenant, safety of Tenant's employees and invitees.

(k) Landlord's Technology Innovation Center. Landlord's Technology Innovation Center is designed to assist technology-based start-up companies to grow and flourish.

(l) Renewal. Notwithstanding anything to the contrary provided for in this Lease, any renewal of this Lease by Tenant will be contingent upon Landlord's approval.

(m) Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, and without the execution of a written New Lease, or written Amendment to Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except the rent shall be escalated to one hundred fifty percent (150%) of the then current rent for the Premises.

(n) Medical, Dental, and other Health Services Prohibited. In no event shall the Premises be used for any clinical laboratory services, or any medical, dental, or any other health services which include visits from patients or the general public (including, without limitation, any medical clinic or office, dental clinic or office, or surgical center) for the purpose of receiving medical or diagnostic procedures, or the treatment of illnesses or other physical or mental ailments, unless such visits are for the specific purposes of basic or applied research, or unless specifically approved in writing by the Landlord, and such uses shall be considered prohibited uses for the Premises.

Dated this _____ day of _____ 2014.

LANDLORD:

MILWAUKEE COUNTY RESEARCH PARK CORPORATION

Address:

10437 Innovation Drive
Suite 123
Wauwatosa, WI 53226
414-778-1400

BY _____

ITS _____

(ATTEST) _____

TENANT:

MILWAUKEE COUNTY

Address:

BY _____

ITS _____

(ATTEST) _____

Reviewed by:

Approved for execution:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved:

Approved:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel