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REGISTER'S OFFICE
Milwaukee County, WI } ss
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OCT 26 1994

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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MILWAUKEE COUNTY RESEARCH PARK

RECORD 7017719
108.00

OCT 26 1994

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PT. Parcels 1 to 4 C.S.M. # 6035
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION made this
26th day of October, 1994 by MILWAUKEE COUNTY, Wisconsin, a
Wisconsin political subdivision and body corporate ("Milwaukee County") and
Milwaukee County Research Park Corporation ("MCRPC"), is made with
reference to the following facts:

RECITALS

Milwaukee County is the owner of that certain real property located
in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described in
Exhibit A attached hereto and by this reference incorporated herein (the
"Property"). Milwaukee County recorded a certain Declaration of Covenants,
Conditions and Restrictions (the "Original Declaration") against the Property on
March 23, 1992 at the Milwaukee County Register of Deeds Office at Reel
No. 2741, Image No. 2393-2453 as Document No. 6586108 which original
Declaration was executed on March 20, 1992. The Original Declaration
contemplated Milwaukee County continued ownership of all the Property with
subleasing and sub-subleasing, predominately through one or several Milwaukee
County approved developers. In order to permit Milwaukee County to convey
Lots, the Original Declaration is hereby terminated and replaced by this Amended
and Restated Declaration (herein, the "Declaration"). Following recording of the
Original Declaration Milwaukee County granted MCRPC a lessee's interest
through a 100 year Ground Lease, which was executed on March 24, 1992 (the
"Ground Lease"), thus MCRPC must also execute the Declaration. Milwaukee

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County desires that the Property (and all other real estate that is hereafter subjected to this Declaration) be developed and used as a research and technology park, and, to accomplish this goal, Milwaukee County hereby intends and desires to subject the Property to the covenants, conditions and restrictions set forth in this Declaration for the benefit of Milwaukee County and all subsequent users and parties who have or acquire an interest in the Property and their respective heirs, successors and assigns. It is intended that the Property should be held, used, leased, sold and conveyed subject to the covenants, conditions and restrictions set forth in this Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, as used in this Declaration, have the meanings set forth herein:

1.1 Declaration. The term "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may, from time to time, be amended or supplemented.

1.2 Declarant. The term "Declarant" shall mean Milwaukee County and its successors and assigns.

1.3 Improvement(s). The term "improvement" or "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, signs, loading areas, fences, and walls, sewers, electrical, gas, water and other utility distribution facilities and other items related to such utilities, and all other structures, whether on, above or below the land surface, both now existing or hereafter constructed or installed.

1.4 Lot. The term "lot" shall mean a fractional part of the Property as legally subdivided, if any.

1.5 MCRPC. The term "MCRPC" shall mean the Milwaukee County Research Park Corporation, a Wisconsin corporation, and its successors and assigns.

1.6 Mortgage. The term "mortgage" shall mean a mortgage affecting all or a portion of the Property or any leasehold estate created thereon.

1.7 Mortgagee. The term "Mortgagee" shall mean a mortgagee under a mortgage.

1.8 Occupant. The term "Occupant" shall mean an owner, lessee or licensee, or any other person or entity (other than Milwaukee County, MCRPC, or Mortgagee) in possession of, or who has an interest in a Lot or space within any improvement located on the Property.

1.9 Property. The term "Property" shall mean all of the real property located in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, described in Exhibit A attached hereto and all other real estate that is hereafter subjected to this Declaration.

1.10 Sign. The term "sign" shall mean any structure, device or contrivance, electric or nonelectric, not within a building ("sign" shall include any such item within a building if visible from the exterior of a building), upon or within which any poster, bill, bulletin, printing, lettering, painting, device or advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

1.11 Street(s). The term "street" or "streets" shall mean any street, highway, road or thoroughfare within or adjacent to the Property.

ARTICLE II

PROPERTY

General Declaration. Declarant hereby declares that all of the Property is, and shall be owned, leased, occupied, hypothecated, encumbered, built upon or otherwise used, improved, conveyed and transferred, in whole or in part, subject to this Declaration. Declarant hereby reserves the right to subject additional real estate to this Declaration after the date hereof. If any additional real estate is hereafter subjected to this Declaration, then, from and after the date Declarant records an amendment to this Declaration modifying the description of the Property, such additional real estate shall be subject to this Declaration. All of said covenants, conditions and restrictions shall run with the Property for all purposes and shall be binding upon and inure to the benefit of MCRPC, Declarant, Mortgagee and Occupants thereof.

ARTICLE III

REGULATION OF OPERATIONS AND USES

3.1 Permitted Uses. The following are Permitted Uses for the Property under this Declaration (MCRPC with the consent of Declarant may amend this subsection from time to time to allow additional and different uses which are then consistent with a research and technology park):

3.1.1 laboratories, offices and other facilities for research (basic and applied), testing, consulting, data processing, conducted by or for any individual, corporation, partnership, business association, or any other type of organization or concern, whether public or private;

3.1.2 production or assembly of prototype products, scientifically-oriented production, or assembly of high-technology products which are related to the research and development activities of the Occupant;

3.1.3 pilot plants in which processes planned for use in production elsewhere can be tested and assembled;

3.1.4 corporate or divisional headquarters, provided that the Occupant's corporate or divisional headquarters must regularly administer and oversee its research and development endeavors, whether located within the Property or elsewhere;

3.1.5 incubator centers designed to support the growth of new technology which provide Occupants with flexible and low-cost space; pooled support services; management, legal, financial and accounting services; and/or access to laboratories and equipment; and

3.1.6 MCRPC shall have the power and responsibility to determine whether a proposed use constitutes a Permitted Use, which determination may be made by a majority vote by members of a committee appointed pursuant to subsection 14.1. Such determination shall be made promptly upon request of a proposed Occupant and shall be binding upon all parties. If that committee does not grant such approval by a majority vote of its members, then such approval may be granted by MCRPC by a general or specific resolution by a majority of the full Board of Directors of MCRPC.

3.2 Additional Uses. The additional uses on the Property described below shall be permitted only upon receiving the advance written approval of MCRPC, which approval may be granted by at least a majority vote by members of a committee, appointed pursuant to subsection 14.1. If that committee does not grant such approval by at least a majority vote of its members, then such approval may be granted by MCRPC by adoption of a general or specific resolution by a majority of the full Board of Directors of MCRPC.

3.2.1 Professional, commercial, personal and retail services in support of the Permitted Uses in subsection 3.1 above, including, but not limited to, child development centers, food services, mailing centers, training institutes and recreational facilities (but excluding housing).

3.2.2 Conference centers with overnight guest accommodations.

3.3 Other uses. Any other use (including, without limitation, general office use) related to the intended character of the Property as a research and technology park and consistent with the spirit and character of this Declaration, subject to prior written approval of MCRPC; which approval may be granted by a general or specific resolution by at least a two-thirds vote by the full Board of Directors of MCRPC.

3.4 Nuisances. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any Occupant. A "nuisance" shall include, but not be limited to, any of the following conditions:

3.4.1 Manufacture, storage, distribution or sale of any products or items which shall increase the fire hazard to any improvement located on the Property and which increased hazard is not insurable; any business which causes the omission of odors or gases which could reasonably be expected to be injurious to Occupants or improvements on the Property; and any use in violation of any applicable law, ordinance or regulation of the United States, State of Wisconsin, County of Milwaukee or City of Wauwatosa.

3.4.2 Any use, excluding reasonable construction activity, which emits dust, dirt or other particulate matter into the atmosphere in excess of then applicable governmental standards or which illegally discharges liquid, solid wastes or other matter into any river, stream or other waterway or which adversely

affects the health, safety or welfare of, or the intended use of the Property by any Occupant.

3.4.3 The escape or discharge of any fumes, odors, gases, vapors, steam, acids or other substance into the atmosphere which are detrimental to the health, safety, comfort or welfare of any person or which are harmful to property or vegetation.

3.4.4 The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser or other radiation; unless any operation producing the intense glare, heat or radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat or radiation emitted will not be discernible from any point exterior to the improvement in which the operation is conducted and is otherwise in compliance with all applicable governmental standards.

3.4.5 MCRPC may, in its sole discretion, grant variances to subsection 3.4 and any covenant, condition or restriction described therein provided such variances are within the spirit and overall intent of this Declaration. Minor Variances (as hereinafter defined) may be granted by at least a two-thirds vote by members of a committee appointed pursuant to subsection 14.1. If that committee does not grant such Minor Variances by at least a two-thirds vote of its members, then such variance may be granted by MCRPC by adoption of a general or specific resolution by a majority of the full Board of Directors of MCRPC. Major Variances (as hereinafter defined) may be granted by at least a two-thirds majority vote by members of a committee appointed pursuant to subsection 14.1, plus adoption of a general or specific resolution by at least a two-thirds majority

vote of the full Board of Directors of MCRPC. Minor Variances are defined herein as variances which when permitted would be in harmony with the overall scheme for development of the Research Park and in harmony with the overall spirit and intent of this Declaration and a literal enforcement of the provisions of this Declaration will result in practical difficulty or unnecessary hardship for the person or entity requesting such variance. Minor Variances shall also include variances which when granted shall have an immaterial or diminutive effect on surrounding building sites. Major Variances shall be all variances which have a significant material affect on surrounding building sites. For the purposes of this Declaration, the jurisdictional question of whether a variance is a Major Variances or Minor Variance shall be made by a two-thirds majority vote of the committee appointed pursuant to section 14.1 herein. Such determination as to jurisdiction by the committee shall be final and conclusive. Such variances shall be granted in accordance with customary legal standards for granting variances in Wisconsin.

3.5 Condition of Property. MCRPC (and the Occupant, with respect to that part of the Property owned, subleased to it or occupied by it) shall at all times keep (or cause to be kept) such portion of the Property and all the Improvements located thereon in a safe, clean and wholesome condition and comply at their own expense, in all respects, with all applicable governmental, health, fire and safety laws, ordinances, regulations, requirements and directives; and MCRPC (and the Occupant, with respect to that part of the Property owned, subleased to it or occupied by it) shall, at regular and frequent intervals, remove (or cause to be removed) any rubbish of any character whatsoever which may accumulate upon the Property. Notwithstanding the foregoing, MCRPC shall not be responsible for the condition of the improvements or the removal of rubbish from areas within the Property dedicated to the City of Wauwatosa, which

management and maintenance duties would otherwise be customarily undertaken by the City of Wauwatosa. MCRPC shall not be responsible for any improvements on the Property prior to the date of this Declaration (the Declarant shall retain such responsibility) or for the improvements or removal of rubbish in the areas on the Property dedicated to the City of Wauwatosa or sold or subleased to an Occupant. The Declarant and MCRPC may reach a mutually satisfactory agreement whereby MCRPC would manage the existing improvements on the Property with reimbursements for such duties and expenses from Declarant to MCRPC. MCRPC may, in its sole discretion, enter into such management agreements with any party to delegate its duties and obligations under Section 3.5 and 3.6 herein.

3.6 Maintenance and Repairs. MCRPC (and Occupant, with respect to that part of the Property owned, subleased to it or occupied by it shall ensure that such portion of the Property shall, at all times, be constructed, kept and maintained in a first-class condition, repair and appearance similar to that maintained by other owners of first-class properties of similar character and construction in Milwaukee County. All repairs, replacements, alterations or additions to improvements shall be constructed in accordance with Article 4 herein and any development agreement with MCRPC. The adequacy of such repairs, replacements, alterations, additions and improvements shall be measured by the same standards as set forth herein for the original construction. The responsibility of MCRPC and Occupants, pursuant to Section 3.5 and 3.6, shall originate and shall terminate with the granting and termination of each parties respective interest in the Property. The extent of such responsibility as to any interest (e.g., fee ownership, subleases, sub-subleases, sub-leasehold mortgages, leasehold mortgages, assignment of lease, etc.) may be further described or increased

through a development agreement between that Occupant and MCRPC or in the document which creates such interest. Notwithstanding the foregoing, MCRPC shall not be responsible for the maintenance, repair or replacement of any part of the Property or improvements located thereon which have been dedicated to the City of Wauwatosa and which management and maintenance duties would otherwise be customarily undertaken by the City of Wauwatosa. MCRPC shall not be responsible for the maintenance, repair or replacement of any improvement on the Property prior to the date of this Declaration (the Declarant shall retain such responsibility), or of any part of the Property or improvements located thereon which have been dedicated to the City of Wauwatosa.

3.7 Public Utilities. Declarant, upon recommendation of MCRPC, shall grant appropriate easements for the construction, operation and maintenance of public utilities including, but not limited to, poles, lines, transformers or sub-stations for electricity, telephone or telegraph, above-ground or below-ground conduits and gas pipes in and upon any portion of the Property. The Milwaukee County Director of Public Works (the "Director") shall make the determination for the Declarant of whether such easement is appropriate, provided the Director shall not unreasonably withhold or delay his approval of any requested easement. MCRPC shall have the exclusive right to petition the proper authorities for any and all street improvements including, but not limited to, grading, seeding, tree planting, sidewalks, paving and sewer and water installation, whether it be on the surface or subsurface. Notwithstanding any other provisions of this Declaration, MCRPC shall have the exclusive right to approve above-ground utility lines across the Property or any portion thereof on a temporary basis for the purpose of construction.

3.8 Utility Lines and Antennas. No sewer, drainage or utility lines, wires or other devices for the communication or transmission of electric current, power or signals, including telephone, television, microwave or radio signals shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed or maintained underground. No antennas for the transmission or reception of telephone, television, microwave or radio signals shall be placed on any building or other improvement within the Property unless: (a) such antenna shall be located so that it cannot be seen from the ground level of the Property, or (b) MCRPC consents to the location. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the Property.

3.9 Excavation. No excavation on the Property shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition.

ARTICLE IV

CONSTRUCTION OF IMPROVEMENTS

4.1 Approval of Plans Required. No improvements shall be erected, placed or altered on any lot or any portion of the Property until plans and specifications shall have been approved in writing by MCRPC. Such plans and specifications shall be submitted to MCRPC in duplicate with the authorized signature of the party intending to construct the improvement or the authorized agent thereof together with a plan review fee for any inspections or reviews by outside consultants which MCRPC, in its sole discretion, deems appropriate (which costs or fees shall be shared equally by MCRPC and the party intending to construct the improvement), and shall be in such form and shall contain such information as may be required by MCRPC, but shall in any event include the following:

4.1.1 a site development plan showing the nature, grading scheme, kind, shape, composition and location of all improvements and streets intending to be constructed and the number and location of all parking spaces and driveways on the lot or portion of the Property to be developed;

4.1.2 a landscaping plan;

4.1.3 a plan for the location of signs and lighting; and

4.1.4 a building elevation plan showing dimensions, materials and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit.

Material changes in approved plans or specifications must be similarly submitted to and approved by MCRPC.

4.2 Basis for Approval. Approval shall be based, upon conformity and harmony of external design with neighboring structures, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning or other rooftop installations and conformity of the plans and specifications to the purpose and intent of this Declaration. No plans will be approved which do not provide for the underground installation of power, electrical, telephone and other utility lines and the complete visual screening of all transformer and terminal equipment. Except as otherwise provided in this Declaration, MCRPC shall have the right to disapprove any plans and specifications submitted hereunder based upon a reasonable and good faith belief that such plans and specifications are not within the spirit and intent of this Declaration. MCRPC may take into account the following criteria, including, without limitation:

4.2.1 failure to comply with any of the restrictions set forth in this Declaration;

4.2.2 failure to include information in such plans and specifications as may have been reasonably requested by MCRPC;

4.2.3 the exterior design or the appearance of materials to be used in any proposed structure or other improvement;

4.2.4 incompatibility of any proposed structure or other improvement or use thereof with existing structures or other improvements or uses on the Property;

4.2.5 the location of any proposed structure or other improvement;

4.2.6 any grading or landscaping plan;

4.2.7 the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any structure or other improvement;

4.2.8 the number or size of parking spaces or to the design of the parking area; or

4.2.9 any other matter which, in the judgment of MCRPC, would render the proposed improvements inharmonious with the spirit and intent of this Declaration.

4.3 Approval. MCRPC may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions for the purpose of causing the proposed improvements to comply with the spirit and intent of this Declaration. Upon

approval or conditional approval by MCRPC of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with MCRPC, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

4.4 Proceeding With Work. Upon receipt of approval from MCRPC pursuant to subsection 4.3, Occupant or such other party to whom the approval is given shall, as soon as practicable, either satisfy any and all conditions of such approval or reject such conditions with the effect of canceling such approval and (if conditions are not rejected) shall diligently proceed with the commencement of all approved excavation, construction, refinishing and alterations. MCRPC may, as a condition of approving the plans and specifications, establish dates by which construction of the improvements must be started and completed. The completion date shall be extended for periods of time during which the non-performing parties performance is prevented due to circumstances beyond the parties control, including, without limitation, labor disputes, embargoes, governmental restrictions or regulations, inclement weather and other acts of God, war or other strife. In addition, MCRPC may, for good cause, extend the completion date from time to time. Failure to meet the completion date shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in Article IX.

4.5 Declarant and MCRPC Not Liable. Declarant and MCRPC shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:

4.5.1 the approval pursuant to this Declaration or a development agreement with MCRPC of any plans, drawings and specifications, whether or not in any way defective;

4.5.2 the construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
or

4.5.3 the development of any portion of the Property.

4.6 Construction Without Approval. If any improvement on the Property shall be erected, placed or altered other than in accordance with the approval process set forth in this Article IV, or if any use is commenced upon the Property other than in conformity with the provisions of Article III of this Declaration, then upon written notice from MCRPC, any such improvement or use shall cease or be amended or modified so as to conform to this Declaration. Should such improvement or use not be amended or modified to conform to this Declaration, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article IX.

4.7 Variances. MCRPC may grant variances to subsection 4.2 of this Declaration and any covenant, condition or restriction described therein; provided that Minor Variances (as defined in section 3.4.5 herein) may be granted by at least a two-thirds vote by members of a committee appointed pursuant to subsection 14.1 and Major Variances (as defined in section 3.4.5 herein) may be granted by at least a two-thirds majority vote of such a committee, plus the consent of at least a two-thirds majority vote of the full Board of Directors of MCRPC. If

that committee does not grant such Minor Variance, then such variance may be granted by MCRPC by adoption of a general or specific resolution by at least a two-thirds majority vote of the full Board of Directors of MCRPC. The determination of jurisdiction between Minor Variances and Major Variances shall be determined in the same manner as specified in section 3.4.5 herein. MCRPC shall give the Occupant notice of such request for variance and provide the Occupant with an opportunity to present its input before deciding whether to grant such variance. Such variances shall be granted in accordance with customary legal standards for granting variances in Wisconsin.

4.8 Preliminary Review. Before submitting plans and specifications for approval, the party intending to construct the improvement may submit to MCRPC preliminary information on one or more of the items in subsections 4.1.1 through 4.1.4 in sufficient detail to determine whether the final plans and/or specifications on that matter probably will be approved. MCRPC or a designated committee shall review such materials and advise on the probable likelihood of approval and of any foreseeable objections or conditions. However the submission of materials and any review, discussion or advisory opinion under this subsection shall not be binding on MCRPC or operate to diminish or abrogate the necessity for formal approval under subsection 4.3.

ARTICLE V

DESIGN STANDARDS

5.1 Design Standards. MCRPC shall, by adoption of a specific or general resolution by at least a two-thirds vote of MCRPC of the full Board of Directors of MCRPC, promulgate design standards for the Property. The design standards may cover, but are not limited to, the following matters:

- (a) minimum setback requirements from streets, adjacent lot lines and other improvements;
- (b) landscaping;
- (c) signs;
- (d) streets;
- (e) parking areas;
- (f) lighting;
- (g) location of buildings, storage and loading areas and other improvements;
- (h) refuse collection and waste disposal;

- (i) floor- area ratios;
- (j) building height; and
- (k) building design, materials and colors.

MCRPC may create different design standards for different portions of the Property. In addition, these design standards may be more stringent than applicable zoning laws and building codes.

5.2 Modifications to Design Standards. All modifications to the design standards are subject to the prior written approval of MCRPC by adoption of a specific or general resolution by at least a two-thirds vote of the full Board of Directors of MCRPC.

5.3 Variances. MCRPC may grant variances to subsection 5.1 of this Declaration and any covenant, condition or restriction described therein; provided a Minor Variance (as defined in section 3.4.5 herein) may be granted by at least a two-thirds vote by members of a committee appointed pursuant to section 14.1 and Major Variance (as defined in section 3.4.5 herein) may be granted by at least a two-thirds vote of the members of a committee appointed pursuant to subsection 14.1, plus adoption of a general or specific resolution by at least a two-thirds majority vote of the full Board of Directors of MCRPC. The jurisdictional question of whether the variance is a Minor Variance or a Major Variance shall be determined in the same manner as described in section 3.4.5 herein. If a committee does not grant such Minor Variance, then such variance may be granted by MCRPC by adoption of a general or specific resolution by at

least a two-thirds majority vote of the full Board of Directors of MCRPC. Such variances shall be granted in accordance with customary legal standards for granting variances in Wisconsin.

Notwithstanding anything to the contrary provided for in Article IV or V, if MCRPC enters into a development agreement with a Occupant, approved by Declarant, and such development agreement contains provisions relating to construction of improvements and design guidelines which conflict with this Declaration, the development agreement shall supersede Article IV and V and compliance with such terms of the development agreement shall be deemed to be compliance with the terms of Article IV and V of this Declaration.

ARTICLE VI

MAINTENANCE OF COMMON AREAS AND FACILITIES

MCRPC's Maintenance Responsibility. MCRPC shall be responsible for maintaining and repairing all common areas of the Property which are for the common benefit of the Occupants, if any, other than: (a) those areas dedicated to the City of Wauwatosa, (b) improvements existing prior to the date of this Declaration, and (c) those areas which a Occupant or other party shall maintain pursuant to this Declaration its development or other agreement with MCRPC. MCRPC shall have the authority to delegate this responsibility and those responsibilities described in subsections 3.5 and 3.6 of this Declaration to an occupants association (which may be formed in the future) or any other party whom MCRPC deems capable of performing such responsibilities.

ARTICLE VII

ALLOCATION OF MAINTENANCE COSTS AND PROPERTY TAXES

7.1 Computation of Maintenance Costs. All of the costs incurred by MCRPC or any subsequent maintenance operator in performing its obligations set forth in subsections 6 shall include all of such party's actual out-of-pocket expenses to perform such services, the cost of administration and insurance thereof, including the cost of accounting for the computation and collection of maintenance costs and all real property taxes, if any, that are imposed against any portion of the Property and not paid directly by the Occupant to the appropriate taxing authority (plus a reasonable reserve for delinquent accounts). All such costs are to be determined in accordance with generally accepted accounting principles consistently applied.

7.2 Assessment of Costs. Costs and taxes described in subsection 7.1 shall be paid by the Occupants of the Property and MCRPC, and MCRPC has the authority to establish procedures for allocating such costs and taxes among these parties as MCRPC determines to be reasonable and fair. Notwithstanding the foregoing, the obligations described in this Article VII shall run with the land and be binding on the successors and assigns of the initial Occupant. Upon conveyance by the initial Occupant of its interest in the Property and full satisfaction of such Occupants obligations hereunder through the date of conveyance, MCRPC shall not look to the initial Occupants for payment of these obligations, but shall only look to the successors or assigns of the initial Occupant. In no event shall Declarant be responsible for any of the obligations under Article VII herein. Moreover, it is anticipated that the provisions necessary for imposing

these costs and taxes on the Occupant shall be set forth in the transfer documents which create the Occupant's interest in the Property or a development agreement between an Occupant and MCRPC.

7.3 Creation and Enforcement of Maintenance and Tax Assessment Lien.

7.3.1 If any Occupant fails to pay any assessments for maintenance and real property taxes set forth in the preceding subsection and as determined by the instrument creating such party's interest in the Property, such assessments, together with interest thereon as hereafter set forth and together with the cost of collection thereof, shall be a charge against such party's interest in the Property and shall be a continuing lien upon such interest until paid.

7.3.2 In the event that any Occupant fails to pay its assessment within 30 days after such costs, expenses and taxes have been assessed, MCRPC or such party designated by MCRPC for collecting said assessment may (in addition to any other rights or remedies such party may have by law or as set forth in any agreement, deed or lease which created such delinquent party's interest in the Property), at any time within one year from the date such assessment becomes due, file, for record in the Office of the Register of Deeds of Milwaukee County, Wisconsin, a claim of lien against such party's interest in the property. Such claim shall bear interest on the amount of such assessment from the date of assessment until paid, at a rate equal to the greater of 10% per annum or 1% above First Wisconsin National Bank of Milwaukee, N.A.'s reference rate for interest rate determinations in effect from time to time, and shall include recording fees, cost of title search obtained in connection with such lien or

the foreclosure thereof, any court costs and reasonable attorneys' fees which may be incurred in the enforcement of such a lien.

7.3.3 Such a lien, when so established against the interest described in said claim, shall be prior and superior to any right, title, interest, lien or claim which may be or may have been acquired in or attached to the interest subsequent to the time of recording such claim, other than: (a) the lien for real property taxes and assessments, and (b) the lien of any mortgage given to secure a note, the proceeds of which were used to acquire, improve or develop the interest in the Property subject to the lien. Such lien may be enforced and foreclosed in a suit or action brought by the party responsible for collecting such assessments in any court of competent jurisdiction, if brought within one year of the filing of such claim.

7.3.4 Any foreclosure sale provided for herein is to be conducted in accordance with Wisconsin law then applicable to the exercise of power of sale in mortgages, or in any other manner permitted by law. MCRPC, any Occupant, through their duly authorized agents, shall have the power to bid on the lien interest at any foreclosure sale and to acquire, lease, mortgage and convey the same. When the entire amount owed to MCRPC is paid, MCRPC shall promptly remove the lien from such property.

7.3.5 The assessment lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies which any party may have hereunder, by law, including a suit to obtain a money judgment for unpaid assessments, or as set forth in any agreement or lease creating such party's interest in the Property.

ARTICLE VIII

MODIFICATION

This Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or otherwise amended only by MCRPC or its successors; provided that any modification or amendment shall be approved by the proper representative of the City of Wauwatosa. No such termination, extension, modification or amendment shall be effective until approved by Declarant and a proper written instrument has been executed, acknowledged and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Neither Occupant nor any Mortgagee or other party shall acquire any vested right by reason of this Declaration so as to have any legal or equitable basis to object to or make any claims whatsoever for any such termination, extension, modification or amendment; provided, however, if such termination, extension, modification or amendment materially affects the rights of an Occupant's under a development agreement approved by Declarant or MCRPC, then such termination, modification, extension or amendment shall not be effective without such Occupant's prior written approval. Upon delivery of any such termination, modification, extension or amendment by MCRPC to such Occupant, such Occupant shall, within 15-working days thereafter, reply in writing to MCRPC as to whether such Occupant contends that such termination, modification, extension or amendment will have a material affect on it. Failure of such Occupant to reply within said 15-day period shall constitute such Occupant's agreement that such termination, modification, extension or amendment will not have a material affect on it.

ARTICLE IX

ENFORCEMENT

9.1 Breach and Remedies. In the event of any breach, violation or failure to perform or satisfy any covenant, condition or restriction which has not been cured within 30 days (or such longer time as reasonably relates to the nature of the breach as determined by MCRPC in its sole discretion, provided the party in breach has commenced action to cure such default within the initial 30-day period) after written notice to do so, MCRPC, at its option and discretion after consultation with Declarant, may enforce any one or more of the following remedies or any other rights or remedies to which Declarant or MCRPC may be entitled by law or equity, whether or not set forth herein. MCRPC shall provide the Occupant with notice of any material breach, violation or failure to perform or satisfy any covenant or condition or restriction which has come to its staff's attention and shall provide Occupant with a reasonable opportunity to present its input regarding such breach, violation or failure. MCRPC may, at its option, delegate, through written authorization only, its ability to enforce the Declaration to any Occupant as it, in its sole discretion, deems appropriate. All remedies provided herein or by law or equity shall be cumulative and not mutually exclusive.

9.1.1 Damages. MCRPC may bring suit for damages for any compensable breach of or noncompliance with any of the covenants, conditions or restrictions, or declaratory relief to determine the enforceability of any of these covenants, conditions or restrictions. Notwithstanding anything to the contrary provided for herein, MCRPC may alter its rights under this Section 9.1.1, as it, in

its sole discretion, deems appropriate, through a development agreement with any Occupant. The terms of such development agreement shall supersede this Section 9.1.1.

9.1.2 Equity. It is recognized that a violation of one or more of the foregoing covenants, conditions or restrictions may cause Declarant or MCRPC to suffer material injury or damage not compensable in money, and that MCRPC shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these covenants, conditions and restrictions or an injunction to enjoin the continuance of any such breach or violation thereof.

9.1.3 Abatement and Lien Rights. Any such breach or violation of these covenants, conditions and restrictions or any provision hereof is hereby declared to be a nuisance, and MCRPC shall be entitled to, after the applicable cure period, if any, in section 9.1 (except no notice shall be required in the case of an emergency) enter the site or portion of the Property as to which the breach or violation exists and summarily abate and remove, without further legal process, to the maximum extent permitted by law, any structure, thing or condition that may exist in violation of any of these restrictions; or take those actions which are required of any person or entity which is subject to this Declaration; or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these restrictions--all at the sole cost and expense of the person or entity causing the violation. Any costs or expenses paid or incurred by MCRPC in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the Default Rate, shall be

a charge against the interest of such person or entity in the Property and shall also be the personal obligation of such person or entity. MCRPC shall provide all non-breaching Occupants with notice of such breach or violation and provide such non-breaching Occupants with an opportunity to present its input on such matter to MCRPC. In addition to any other rights or remedies hereunder or permitted by law or equity, MCRPC may deliver to such person or entity and record with the Milwaukee County Register of Deeds Office a certificate or notice of claim of lien and if any amounts so charged are not paid within 30 days thereafter, MCRPC, or its authorized representatives, may foreclose such lien by a sale conducted pursuant to Wisconsin Statutes applicable to the exercise of power of sale in mortgages, or in any other manner permitted by law. MCRPC, through its authorized representatives, may bid on and acquire any property subject to such lien at any such foreclosure sale. If the violations recited in such lien claim are timely cured and the claimed amount is timely paid, MCRPC shall forthwith record an appropriate release of such lien.

9.2 Waiver. No waiver by MCRPC of a breach of any of these restrictions and no delay or failure to enforce any of these restrictions shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of these covenants, conditions and restrictions. No waiver by MCRPC of any breach or default hereunder shall be implied from any omission by MCRPC to take any action on account of such breach or default if such breach or default persists or is repeated and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by MCRPC to or of any act requiring MCRPC's consent or approval shall not be deemed to waive or render unnecessary MCRPC's consent or approval to or of any similar acts by such party or any other party.

9.3 Costs of Enforcement. In the event any legal or equitable action or proceeding shall be instituted to enforce any provision of these restrictions, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees.

ARTICLE X

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or entity who now or hereafter, owns, occupies, or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein and all amendments thereto whether made before or after such party acquires its interest in the Property. This provision is binding on such party whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

ARTICLE XI

WAIVER

Neither Declarant, MCRPC nor its successors or assigns shall be liable to any person or entity who has an interest in the Property by reason of any mistake in judgment, or negligence with respect to the enforcement or failure to enforce any provision of this Declaration. Every person or entity acquiring an interest in the Property agrees that it will not bring any action or suit against MCRPC or Declarant to recover any damages or to seek equitable relief because of the same.

ARTICLE XII

RUNS WITH LAND AND TERM

12.1 Runs With the Land. All covenants, conditions, restrictions and agreements herein contained are made for the direct benefit of the entire Property; shall create mutual equitable servitudes upon each lot or leasehold estate contained therein; shall create reciprocal rights and obligations between respective Occupants of the Property; and shall, as to the Declarant, MCRPC, Mortgagees and Occupants, their heirs, successors and assigns, operate as covenants running with the land, for the benefit of these parties and the entire Property.

12.2 Term. Unless otherwise prohibited by law, this Declaration may be enforced in accordance with Article IX as long as the Property is owned by Declarant, the State of Wisconsin or a political subdivision or municipal corporation of the State (a "Governmental Entity"). If record title to the Property, or a portion thereof, is transferred to a non-Governmental Entity, this Declaration may be enforced as to such portion of the Property in accordance with Article IX for a term of 40 years from the date of recording of this Declaration, after which this Declaration may automatically be renewed for successive terms of 40 years by Declarant or its successors and assigns, provided such party records a memorandum of this Declaration prior to the expiration of the preceding 40-year term.

ARTICLE XIII

RIGHTS OF MORTGAGEES

No breach or violation of this Declaration shall defeat or render invalid the lien of any mortgage or similar instrument securing a loan for value with respect to development or permanent financing of any improvement located on the Property. Notice of Breach under subsection 9.1 shall be mailed simultaneously to each mortgagee of any building directly affected which has previously notified MCRPC of its lien on such building. Each mortgagee shall simultaneously have an opportunity to cure such default within the same time period provided to the defaulting party pursuant to Section 9.1.

ARTICLE XIV

DELEGATION OF AUTHORITY

14.1 By MCRPC. Whenever this Declaration imposes any duties or responsibilities on MCRPC or requires or permits any action to be taken by MCRPC pertaining to Permitted Uses, Additional Uses and Minor Variances, MCRPC may, by general or specific resolution, delegate such duties, responsibilities or actions to a qualified committee of not more than five members, directors of MCRPC or other third parties, at least two of which shall be Declarant's representatives. The two members of the committee which shall be Declarant's representatives, shall be any two of those (a) appointed by the County Executive as his representative on MCRPC's Board of Directors, and (b) the members of MCRPC's Board of Directors appointed by the County Board Chairman, and shall be nominated by the president of MCRPC and approved by a majority vote of the full Board of Directors of MCRPC. Upon passage of such resolution and until such resolution is revoked, amended or modified, such committee may exercise such duties and responsibilities or take such action without further consent or approval of the Board of Directors of MCRPC.

14.2 By Declarant. Whenever this Declaration imposes any duties or responsibilities on Declarant or requires or permits any action to be taken by Declarant, Declarant may, by general or specific resolution, delegate such duties, responsibilities or actions to one or more designees of Declarant.

14.3 Consent of MCRPC. Whenever this Declaration imposes any duties or responsibilities on MCRPC or requires or permits any action to be taken

by MCRPC, MCRPC shall be authorized to perform such duties, responsibilities or actions upon adoption of a general or specific resolution by a simple majority of its directors at any meeting of the Board of Directors of MCRPC at which a quorum is present; provided, however, that approval of at least two-thirds vote of the full Board of Directors of MCRPC is required before MCRPC is authorized to perform duties, responsibilities or actions pursuant to subsections 3.3, 3.4.5, 4.7, 5.1, 5.2, 5.3 and 14.1 of this Declaration.

14.4 Reversion and Delegation of Power. If MCRPC ceases to exist as a legal entity and a successor entity is not established, then any authority delegated to MCRPC under the terms of this Declaration shall revert to and be exercised by Declarant. Notwithstanding anything to the contrary provided for herein, MCRPC shall have the exclusive right to grant approvals and enforce and exercise the other rights under the Declaration, unless specifically delegated to Declarant or Developer hereunder; provided, however, notwithstanding anything to the contrary provided for herein, the Declarant may enforce the Declarations respecting any violations of the Declaration (which shall not include determinations or approvals already granted by MCRPC, including, without limitation, Permitted Uses, Additional Uses, Other Uses, granting of Minor Variances or Major Variances or other approvals previously granted by MCRPC or Declarant) by lawful proceedings which are authorized in advance by a majority vote of the Declarant's full Board and approved by the Milwaukee County's Executive.

ARTICLE XV

CAPTIONS

The captions of articles and subsections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular article or subsection to which they refer.

ARTICLE XVI

EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

MILWAUKEE COUNTY, a Wisconsin political subdivision and body corporate

APPROVED FOR EXECUTION
Michael Henrich
CORPORATION COUNSEL
10/27/94

BY *F. Thomas Ament*
F. Thomas Ament, County Executive

BY *[Signature]*
MARK E. RYAN, County Clerk

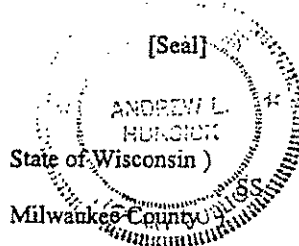
MILWAUKEE COUNTY RESEARCH PARK CORPORATION

BY *[Signature]*
Its Acting Executive Director

BY *David D. Zamboni*
Its *[Signature]* CHAIRMAN

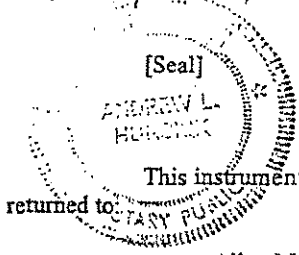
State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on October 25, 1994
by F. Thomas Ament, as County Executive, and MARK E. Ryan, as County Clerk,
of Milwaukee County.



Andrew Hunsick
(
Notary Public, State of Wisconsin
My commission is permanent)

This instrument was acknowledged before me on Oct 25, 1994
by Gerald Schweitzer, Acting Executive Director, Board David
Deputy, Chairman of Milwaukee County Resident



Andrew Hunsick
(
Notary Public, State of Wisconsin
My commission is permanent)

This instrument was drafted by and after recording should be
returned to:

Allen N. Rieselbach, Esq. and
William T. Shroyer, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street
Suite 2100
Milwaukee, WI 53202

DECLARATION EXHIBITS

- A. Milwaukee County Real Estate to be Encumbered

EXHIBIT A

MILWAUKEE COUNTY RESEARCH PARK CORPORATION

SOUTHWEST QUADRANT PARCEL

PREMISES

LEGAL DESCRIPTION

That part of the NW 1/4 and the NE 1/4 of Section 29, T7N, R21E, in the City of Wauwatosa, Milwaukee County, Wisconsin, which is bounded and described as follows:

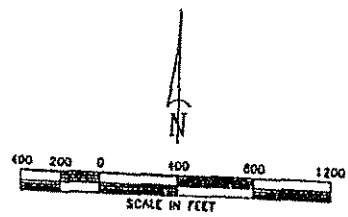
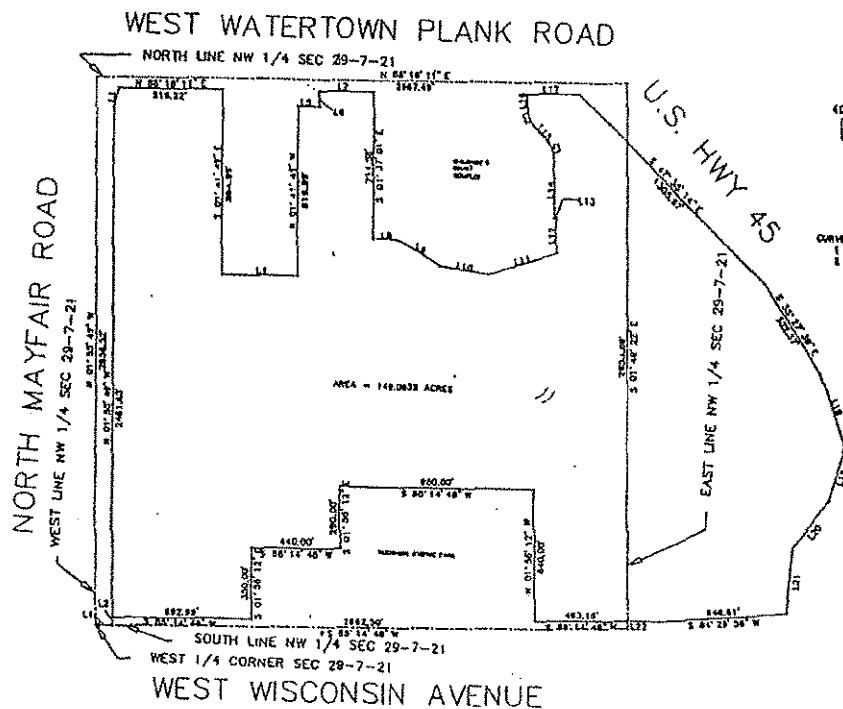
Commencing at the West 1/4 corner of said Section; Thence N 88°14'48.0"E for 87.00 feet along the south line of the NW 1/4 of said Section to a point; Thence N 01°55'49.0"W and parallel with the West line of the NW 1/4 of said Section for 40.00 feet to the Point of Beginning, said point being the intersection of the north line of W. Wisconsin Ave. with east line of N. Mayfair Road; Thence continuing N 01°55'49.0"W along the east line of N. Mayfair Road and parallel with the west line of the NW 1/4 of said Section for 2461.63 feet to a point; Thence N 13°44'11.0"E for 103.53 feet to a point on the south line of W. Watertown Plank Road, said line being 55.00 feet south of and parallel to the north line of the NW 1/4 of said Section; Thence N 86°18'11.0"E along said south line of W. Watertown Plank Road for 519.22 feet to a point; Thence S 01°41'49.0"E 894.99 feet to a point; Thence N 88°18'11"E 371.51 feet to a point; Thence N 01°41'49"W 819.99 feet to a point; Thence N 88°18'11"E 110.00 feet to a point; Thence N 01°41'49"W 75.00 feet to a point on the south line of W. Watertown Plank Road, said line being 55.00 feet south of and parallel to the north line of the NW 1/4 of said Section; Thence N 88°18'11"E 272.89 feet along the south line of W. Watertown Plank Road to a point; Thence S 01°37'01"E 714.55 feet to a point; Thence N 87°46'46"E 118.52 feet to a point; Thence S 82°42'37.0"E for 250.20 feet to a point; Thence S 82°28'02.0"E for 250.20 feet to a point; Thence N 71°04'12.0"E for 356.88 feet to a point; Thence N 01°41'04.0"W for 170.00 feet to a point; Thence S 86°18'56.0"W for 10.00 feet to a point; Thence N 01°41'04.0"W for 278.21 feet to the beginning of a curve, said curve having central angle of 40°24'30", radius 123.00 feet, chord bearing N 21°53'19.0"W, and chord distance 84.96 feet; Thence along the arc of said curve for a distance of 86.75 feet to the end of the curve; Thence N 42°18'12.0"W for 101.34 feet to the beginning of a curve, said curve having central angle of 40°24'57", radius 164.00 feet, chord bearing N 21°54'19.0"W, and chord distance 113.30 feet; Thence along the arc of said curve for a distance of 115.88 feet to the end of the curve; Thence N 01°41'49.0"W for 58.00 feet to a point on the south line of W. Watertown Plank Road, said line being 55.00 feet south of and parallel to the north line of the NW 1/4 of said Section; Thence N 88°18'11.0"E along said south line of W. Watertown Plank Road for 259.63 feet to a point on the westerly right-of-way line of U.S. Highway "45"; Thence S 47°35'14.0"E along said westerly right-of-way line for 1305.67 feet to a point; Thence S 35°27'39.0"E along said westerly right-of-way line for 522.37 feet to a point; Thence S 21°03'37.0"E along said westerly right-of-way line for 379.31 feet to a point; Thence S 14°58'48.0"W along said westerly right-of-way line for 277.89 feet to a point; Thence S 38°31'14.0"W along said westerly right-of-way line for 295.50 feet to a point; Thence S 03°57'18.0"W along said westerly right-of-way line for

325.30 feet to a point; Thence S 84°29'56.0"W for 646.61 feet to a point on the north line of W. Wisconsin Ave.; Thence S 88°28'48.0"W along the north line of W. Wisconsin Ave. for 160.09 feet to a point; Thence S 88°14'48.0"W along the north line of W. Wisconsin Ave. and parallel with the south line of the NW 1/4 of said Section for 463.18 feet to a point; Thence N 01°56'12.0"W for 640.00 feet to a point; Thence S 88°14'48.0"W parallel with the south line of the NW 1/4 of said Section for 980.00 feet to a point; Thence S 01°56'12.0"E for 250.00 feet to a point; Thence S 88°14'48.0"W parallel with the south line of the NW 1/4 of said Section for 440.00 feet to a point; Thence S 01°56'12.0"E for 350.00 feet to a point on the north line of W. Wisconsin Ave.; Thence S 88°14'48.0"W along the north line of W. Wisconsin Ave. and parallel with the south line of the NW 1/4 of said Section for 692.99 feet to the Point of Beginning.

Said parcel containing 149.0855 Acres more or less.

DEPARTMENT OF PUBLIC WORKS
PROFESSIONAL SERVICES DIVISION
11/9/90 GGH
REVISED 10/29/91 GGH
REVISED 11/21/91 GGH

REEL 3403 IMAG 160



CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEO
1	40° 24' 30"	183.00	86.38	81.98	45.21	21° 23' 18" W
2	40° 24' 30"	184.00	86.68	82.30	45.37	21° 21' 18" E

LINE	BEARING	DISTANCE
1	N 89° 58' 49" W	60.00
2	N 81° 55' 49" W	102.82
3	N 80° 40' 11" E	231.81
4	N 80° 18' 11" E	175.00
5	N 81° 41' 48" W	75.00
6	N 82° 10' 48" E	872.89
7	N 82° 10' 48" E	116.92
8	N 82° 10' 48" E	280.20
9	N 82° 10' 48" E	280.20
10	N 82° 10' 48" E	280.20
11	N 81° 01' 12" E	138.18
12	N 81° 41' 01" W	170.00
13	N 80° 10' 58" W	128.11
14	N 81° 41' 01" W	102.24
15	N 81° 41' 01" W	28.00
16	N 81° 41' 01" W	278.31
17	N 82° 10' 48" E	277.88
18	N 82° 10' 48" E	123.50
19	N 82° 10' 48" E	223.50
20	N 82° 10' 48" E	223.50
21	N 82° 10' 48" E	223.50
22	N 82° 10' 48" E	160.00

MILWAUKEE COUNTY PLAT			
PROFESSIONAL SURVEY RECORD			
RESEARCH PARK			
SOUTHWEST QUADRANT			
DATE	SCALE	BY	CHECK BY
11/21/02	1" = 40'	J. M. L.	J. M.

FIRST AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE MILWAUKEE COUNTY RESEARCH PARK

THIS FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS ("Agreement") is dated as
of JUNE 4, 1996, between MILWAUKEE COUNTY (the "County") and
the MILWAUKEE COUNTY RESEARCH PARK CORPORATION ("MCRPC").

RECITALS

MCRPC and the County acknowledge the following:

A. MCRPC and the County executed and recorded a certain
Amended and Restated Declaration of Covenants, Conditions and Restrictions for
the Milwaukee County Research Park, dated October 26, 1994 (the "Declaration"),
which Declaration was recorded on October 26, 1994 at the Milwaukee County
Register of Deeds office as Document No. 7017719.

B. MCRPC and the County executed a certain Supplement to
Declaration of Covenants, Conditions and Restrictions for the Milwaukee County
Research Park--Allocation of Common Area Expenses and Occupant's Association,
dated as of October 26, 1994 (the "Supplement"), which was recorded at the
Milwaukee County Register of Deeds office on October 26, 1994, as Document
No. 7017720.

C. The County, by Resolution of the Board of Supervisors of
Milwaukee, on the 21st of March, 1996, referenced as File No. 96-134 (Journal,
February 15, 1996), as amended by the First Amendment dated March 21, 1996,
authored by Supervisor Ordians, and by Amendment No. 2 authored by
Supervisor Dilberti, requiring a modification of the Declaration pursuant to the
terms of this Agreement.

D. The County and MCRPC, both after having taken appropriate
corporate action to authorize this Agreement, agree to amend the Declaration and
Supplement, consistent with the terms and conditions of this Agreement.

7245670

REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORDED AT 4 00 PM

JUL 22 1996

REEL 3845 IMAGE 2234 to 2244

Donna REGISTER
OF DEEDS

72456
RECORD 30.
SUBTOTAL 30.
TOTAL 30.
CHARGE 30.
#922190 C001 R04 T1

Pcls 1, 2, 3, 4 CSM 6035.

AGREEMENTS

In consideration of the Recitals and mutual agreements which follow, MCRPC and the County hereby agree as follows:

1. Section 3.3 of the Declaration, Other Uses, is hereby deleted in its entirety and the following inserted in its place:

3.3 Other Uses. Any other use related to the intended character of the Property as a research and technology park or general use beneficial to the Property and consistent with the spirit and character of this Declaration, subject to the prior written approval of MCRPC, which approval may be granted by special or general resolution by at least a two-thirds vote of the full Board of Directors of MCRPC.

2. This Amendment and modifications to Section 3.3 described above shall apply to all of the lands governed by the Declaration and Supplement (which Research Parks lands are described on Exhibit A, attached hereto and incorporated herein); except this Agreement and the modification to Section 3.3 shall not apply to the approximate 14.8 acres at the Milwaukee County Research Park, previously conveyed to PrimeCare Health Plan, Inc., which lands are described on Exhibit B attached hereto and incorporated herein.

3. Except as specifically modified by this Agreement, the Declaration and Supplement shall remain unmodified and in full force and effect.

4. The undersigned representative on the behalf of the City of Wauwatosa has also approved this Agreement, as required by Article XIII of the Declaration.

MILWAUKEE COUNTY

BY [Signature]
Its County Executive

APPROVED
FOR
EXECUTION
[Signature]
CORPORATION
COUNSEL
5/24/96

Attest:
[Signature]
Its County Clerk

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY [Signature]
Its _____

Attest:

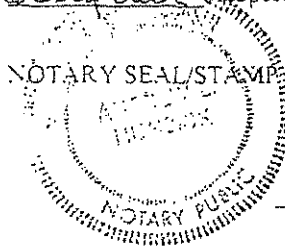
[Signature]
Its Acting Executive Director

CITY OF WAUWATOSA

BY [Signature]
Its Mayor

State of Wisconsin
County of Milwaukee

This instrument was acknowledged before me on June 4,
1996 by F. Thomas Ament and Rod Kenser, as County Clerk and
County Clerk respectively, of Milwaukee County.



[Signature]
Notary Public
My commission is permanent

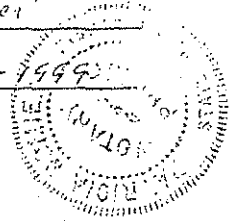
State of Wisconsin

County of Milwaukee

This instrument was acknowledged before me on July 10, 1996 by David Zemaki and Gerald Schwan, as Chairman and Secretary/Treasurer, respectively, of the Milwaukee County Research Park Corporation.

NOTARY SEAL/STAMP

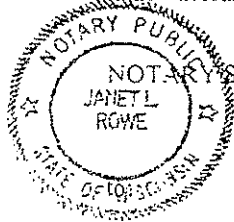
Patricia L. Emmer
Notary Public
My commission 4-11-1999



State of Wisconsin

County of Milwaukee

This instrument was acknowledged before me on July 15, 1996 by Janett L. Rowe Mayer respectively, of the City of Wauwatosa.



NOTARY SEAL/STAMP

Janett L. Rowe
Notary Public
My commission expires: 12/31/96

This document was drafted by and after recording should be returned

William T. Shroyer, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
P.O. Box 92900
1000 North Water Street, Suite 2100
Milwaukee, WI 53202-0900
414-298-1000

Vertical text on the right margin, possibly a page number or reference code.

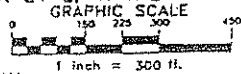
EXHIBIT A

DESCRIPTION OF ENTIRE RESEARCH PARK

CERTIFIED SURVEY MAP NO. 6035

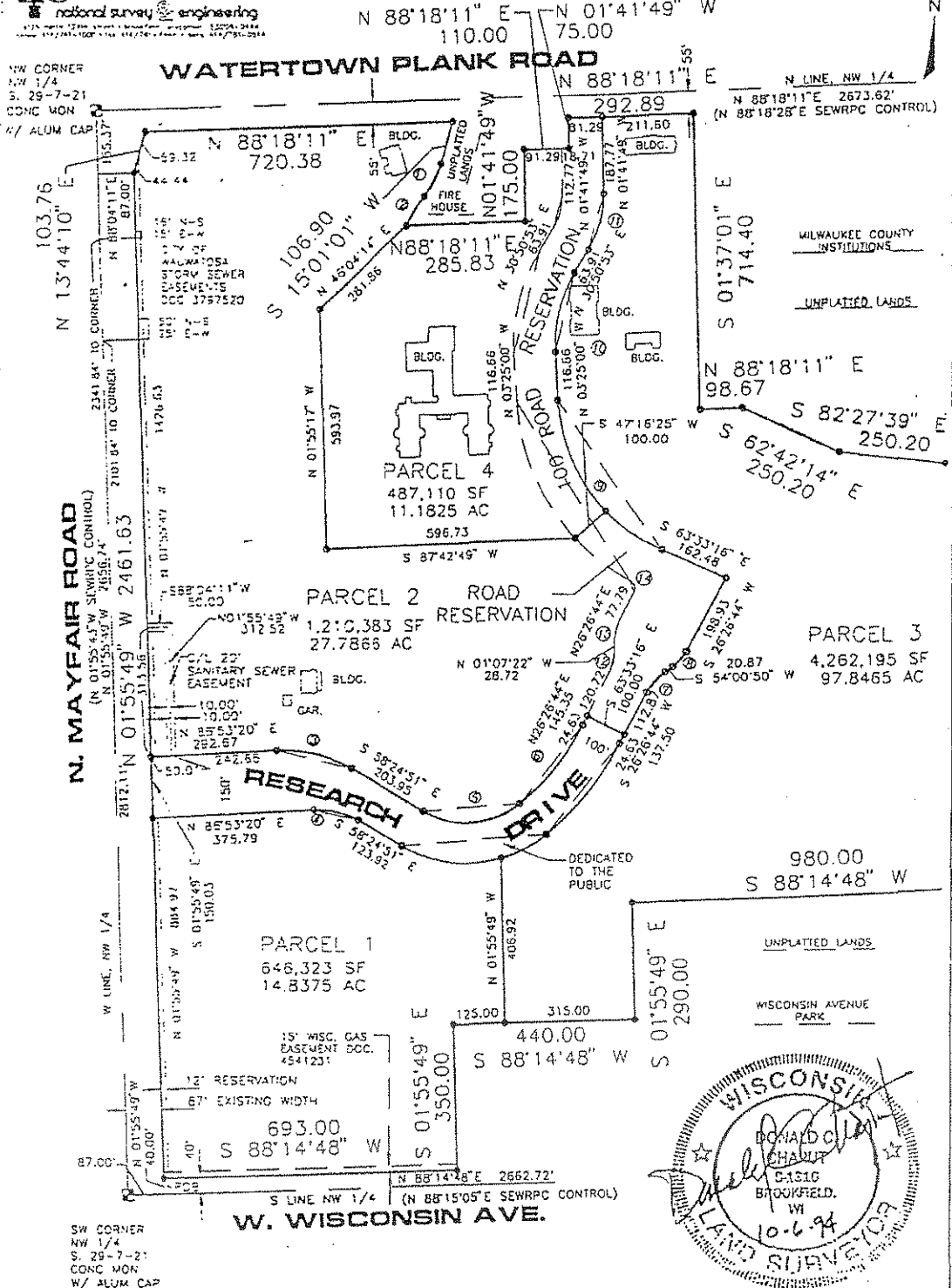
SHEET 1 OF 6

BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 29, T 7 N, R 21 E, IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN



NSE NO. 153679.04 national survey & engineering

NW CORNER NW 1/4 S. 29-7-21 CONC MON W/ ALUM CAP



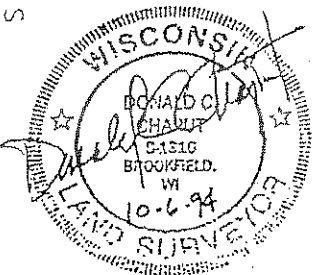
N. MAYFAIR ROAD

WATERTOWN PLANK ROAD

RESEARCH DRIVE

W. WISCONSIN AVE.

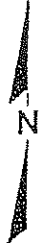
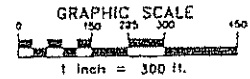
SW CORNER NW 1/4 S. 29-7-21 CONC MON W/ ALUM CAP



CERTIFIED SURVEY MAP NO. 6035

SHEET 2 OF 6

BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 29, T 7 N, R 21 E, IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN



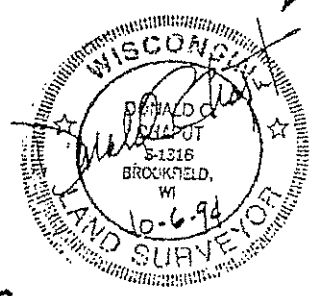
WATERTOWN PLANK ROAD

(N 88°15'23"E SEWRPC CONTROL)
 N 88°15'23"E 2633.77
 N LINE NE 1/4
 2428.62'
 245.00'
 NE CORNER NW 1/4
 S 29-7-21
 CAST IRON PLUG W/ CROSS

MILWAUKEE COUNTY INSTITUTIONS
 UNPLATTED LANDS
 770.20
 N 01°40'41" W
 250.20
 N 71°04'35" E
 356.69
 S 82°27'39" E

(N 01°50'04"W SEWRPC CONTROL)
N 01°50'04"W 2654.10'

U.S. HIGHWAY 46



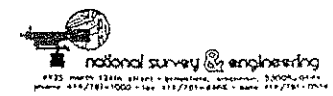
PARCEL 3
 4,262,195 SF
 97.8465 AC

UNPLATTED LANDS
 WISCONSIN AVENUE PARK
 CITY OF WAUWATOSA STORM SEWER EASEMENT'S DOC 4527523
 980.00
 S 88°14'48" W
 640.00
 N 01°55'49" W
 356.27'
 S 88°29'27" W
 462.92
 224.18
 269.28'
 N 88°14'48" E 2652.72'
 (N 88°15'05" E SEWRPC CONTROL)

15' MISC. GAS CO. EASEMENT DOC 4541231
 S 88°28'50" W
 159.87

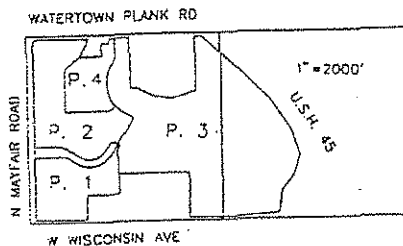
S 84°29'27" W
 646.79
 325.37
 S 38°20'41" W
 294.49
 S 04°15'37" W
 276.81
 S 14°57'50" W
 381.08
 S 35°31'28" E
 522.80
 S 20°58'57" E
 2647.91'
 N 88°28'50" E
 (N 88°28'50" E SEWRPC CONTROL)

W. WISCONSIN AVE.



CERTIFIED SURVEY MAP NO. 6035 SHEET 3 OF 6

BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 29, T 7 N, R 21 E, IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN



LOCATION MAP

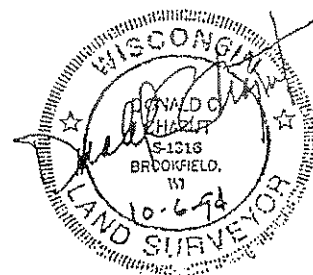
NW 1/4 AND THE NE 1/4 OF SECTION 29, T7N, R21E

NOTES

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT. ALL ARC DIMENSIONS ARE MEASURED TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST ONE HALF SECOND. BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 29-7-21 WHICH BEARS N 86°28'50"E, WIS. STATE PLANE DATUM, SOUTH ZONE.

- o INDICATES 1" DIA. IRON PIPE SET, 24" IN LENGTH, WEIGHING 1.13 LBS PER LINEAL FOOT
- INDICATES 1" DIA. IRON PIPE FOUND

CURVE	DESC	DELTA	RADIUS	ARC	BEARING	CHORD	TAN. BRG.
1	BNDY	23°40'53"	218.17	90.17	S 26°51'26" V	89.53	S 38°41'51" V
2	BNDY	18°11'06"	255.42	81.07	S 29°36'19" V	80.73	S 20°20'46" V
3	NRCV	34°41'49"	300.00	181.67	S 75°45'45.5" E	178.91	
4	SRCV	34°41'49"	175.00	105.98	S 75°45'45.5" E	104.36	
5	NRCV	71°46'19"	200.00	250.53	N 85°41'59.5" E	234.47	N 49°48'50" E
5	SRCV	71°46'19"	300.00	375.80	N 85°41'59.5" E	351.70	
5	PAR 1	47°36'59"	300.00	249.32	S 82°13'20.5" E	242.21	
5	PAR 3	24°09'20"	300.00	125.48	N 61°53'30" E	125.54	
6	NRCV	23°22'06"	600.00	244.71	N 38°07'47" E	243.02	
6	SRCV	23°22'06"	700.00	285.50	N 38°07'47" E	283.52	
7	BNDY	27°34'06"	132.00	63.51	N 40°13'47" E	62.90	
8	BNDY	27°34'06"	100.00	48.12	N 40°13'47" E	47.65	
9	EAST	60°08'16"	450.00	472.32	N 33°29'08" V	450.94	
9	PAR 2	20°49'41"	450.00	163.58	N 53°08'25.5" V	162.68	
9	PAR 4	39°18'35"	450.00	308.74	N 23°04'17.5" V	302.72	
9	WEST	56°58'46"	550.00	546.96	N 31°54'23" V	524.70	N 60°23'46" V
9	RES	17°40'11"	550.00	169.61	N 51°03'40.5" V	168.94	
9	RES	39°18'35"	550.00	377.35	N 23°04'17.5" V	369.99	
10	EAST	34°15'53"	329.24	196.90	N 13°42'56.5" E	193.97	
10	WEST	34°15'53"	429.24	256.70	N 13°42'56.5" E	252.89	
11	EAST	32°32'42"	250.00	142.00	N 14°34'32" E	140.10	
11	WEST	32°32'42"	150.00	85.20	N 14°34'32" E	84.06	
12	RES	27°34'06"	100.00	48.12	N 12°39'41" E	47.65	
13	RES	27°34'06"	100.00	48.12	N 12°39'41" E	47.65	
14	RES	86°50'30"	22.00	33.34	N 16°58'31" V	30.24	

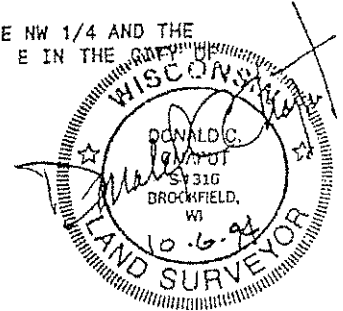


CERTIFIED SURVEY MAP NO. 6035

BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 29, T 7 N, R 21 E IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
) SS
 WAUKESHA COUNTY)



I, DONALD C. CHAPUT, REGISTERED SURVEYOR, DO CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 29, T 7 N, R 21 E, IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID NW 1/4 SECTION;
 THENCE NORTH 88° 14' 48" EAST ALONG THE SOUTH LINE OF SAID NW 1/4 SECTION 87.00 FT. TO A POINT;
 THENCE NORTH 01° 55' 49" WEST AND PARALLEL TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 40.00 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF WEST WISCONSIN AVENUE WITH THE EAST LINE OF NORTH MAYFAIR ROAD;
 THENCE CONTINUING NORTH 01° 55' 49" WEST ALONG THE EAST LINE OF NORTH MAYFAIR ROAD 2461.63 FT. TO A POINT, SAID POINT BEING 155.37 FT. SOUTH 01° 55' 49" EAST AND 87.00 FT. NORTH 88° 04' 11" EAST OF THE NORTHWEST CORNER OF SAID SECTION;
 THENCE NORTH 13° 44' 10" EAST 103.76 FT. TO A POINT ON THE SOUTH LINE OF WATERTOWN PLANK ROAD, SAID POINT BEING 55.00 FT. SOUTH OF THE NORTH LINE OF SAID SECTION;
 THENCE NORTH 88° 18' 11" EAST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 720.38 FT. TO A POINT;
 THENCE SOUTH 15° 01' 01" WEST 106.90 FT. TO A POINT;
 THENCE SOUTHWESTERLY 90.17 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 218.17 FT. AND WHOSE CHORD BEARS SOUTH 26° 51' 26" WEST 89.53 FT. TO A POINT OF REVERSE CURVE;
 THENCE SOUTHWESTERLY 81.07 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 255.42 FT. AND WHOSE CHORD BEARS SOUTH 29° 36' 19" WEST 80.73 FT. TO A POINT;
 THENCE NORTH 88° 18' 11" EAST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 285.83 FT. TO A POINT;
 THENCE NORTH 01° 41' 49" WEST 175.00 FT. TO A POINT;
 THENCE NORTH 88° 18' 11" EAST 110.00 FT. TO A POINT;
 THENCE NORTH 01° 41' 49" WEST 75.00 FT. TO A POINT ON THE SOUTH LINE OF WATERTOWN PLANK ROAD;
 THENCE NORTH 38° 18' 11" EAST ALONG THE SOUTH LINE OF WATERTOWN PLANK ROAD 292.69 FT. TO A POINT;
 THENCE SOUTH 01° 37' 01" EAST 714.40 FT. TO A POINT;
 THENCE NORTH 88° 18' 11" EAST 98.67 FT. TO A POINT;
 THENCE SOUTH 62° 42' 14" EAST 250.20 FT. TO A POINT;
 THENCE SOUTH 82° 27' 39" EAST 250.20 FT. TO A POINT;
 THENCE NORTH 71° 04' 35" EAST 356.69 FT. TO A POINT;
 THENCE NORTH 01° 40' 41" WEST 770.20 FT. TO A POINT ON THE SOUTH LINE OF WATERTOWN PLANK ROAD;
 THENCE NORTH 88° 18' 11" EAST ALONG THE SOUTH LINE OF WATERTOWN PLANK ROAD 108.90 FT. TO A POINT, SAID POINT BEING 245.00 FT. SOUTH 88° 18' 11" WEST AND 55.00 FT. SOUTH 01° 41' 49" EAST OF THE NORTH 1/4 CORNER OF SAID SECTION, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF U S HIGHWAY 45;
 THENCE SOUTH 47° 44' 56" EAST ALONG SAID RIGHT-OF-WAY LINE 1308.82 FT. TO A POINT, SAID POINT BEING 965.00 FT. SOUTH 01° 50' 04" EAST AND 695.00 FT. NORTH 88° 09' 56" EAST OF THE NORTH 1/4 CORNER OF SAID SECTION;
 THENCE SOUTH 35° 31' 28" EAST ALONG SAID RIGHT-OF-WAY LINE 522.80 FT. TO A POINT, SAID POINT BEING 1400.00 FT. SOUTH 01° 50' 04" EAST AND 985.00 FT. NORTH 88° 09' 56" EAST OF THE NORTH 1/4 CORNER OF SAID SECTION;

CERTIFIED SURVEY MAP NO. 6035

BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 29, T 7 N, R 21 E IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN.

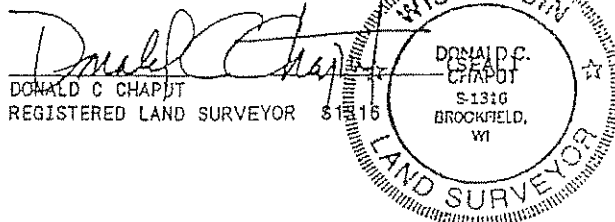
THENCE SOUTH 20° 58' 57" EAST ALONG SAID RIGHT OF WAY LINE 381.08 FT. TO A POINT, SAID POINT BEING 1760.00 FT. SOUTH 01° 50' 04" EAST AND 1110.00 FT. NORTH 88° 09' 56" EAST OF THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 14° 57' 50" WEST ALONG SAID RIGHT-OF-WAY LINE 276.81 FT. TO A POINT, SAID POINT BEING 2025.00 FT. SOUTH 01° 50' 04" EAST AND 1030.00 FT. NORTH 88° 09' 56" EAST OF THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 38° 20' 41" WEST ALONG SAID RIGHT-OF-WAY LINE 294.49 FT. TO A POINT, SAID POINT BEING 2250.00 FT. SOUTH 01° 50' 04" EAST AND 840.00 FT. NORTH 88° 09' 56" EAST OF THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 04° 15' 37" WEST ALONG SAID RIGHT-OF-WAY LINE 325.37 FT. TO A POINT, SAID POINT BEING 805.00 FT. NORTH 88° 28' 50" EAST AND 85.00 FT. NORTH 01° 31' 10" WEST OF THE CENTER OF SAID SECTION; THENCE SOUTH 84° 29' 27" WEST 646.79 FT. TO A POINT ON THE NORTH LINE OF WEST WISCONSIN AVENUE; THENCE SOUTH 88° 28' 50" WEST ALONG THE NORTH LINE OF WEST WISCONSIN AVENUE 159.87 FT. TO A POINT; THENCE SOUTH 88° 14' 48" WEST ALONG THE NORTH LINE OF WEST WISCONSIN AVENUE 462.92 FT. TO A POINT; THENCE NORTH 01° 55' 49" WEST 640.00 FT. TO A POINT; THENCE SOUTH 88° 14' 48" WEST 980.00 FT. TO A POINT; THENCE SOUTH 01° 55' 49" EAST 290.00 FT. TO A POINT; THENCE SOUTH 88° 14' 48" WEST 440.00 FT. TO A POINT; THENCE SOUTH 01° 55' 49" EAST 350.00 FT. TO A POINT ON THE NORTH LINE OF WEST WISCONSIN AVENUE; THENCE SOUTH 88° 14' 48" WEST 693.00 FT. TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 154.9772 ACRES.

THAT I HAVE MADE SUCH SURVEY AND MAP BY THE DIRECTION OF MILWAUKEE COUNTY.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND THE REGULATIONS OF THE CITY OF WAUWATOSA IN SURVEYING AND MAPPING THE SAME.

DATE: October 6, 1994



APPROVED FOR DESCRIPTION
KDS 10/21/94
COUNTY CLERK

CORPORATE OWNER'S CERTIFICATE

MILWAUKEE COUNTY, A MUNICIPAL CORPORATION, AS OWNER, DOES HEREBY CERTIFY THAT SAID MUNICIPAL CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP.

MILWAUKEE COUNTY DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY THE ORDINANCES OF THE CITY OF WAUWATOSA.

IN WITNESS WHEREOF THE SAID MILWAUKEE COUNTY, A MUNICIPAL CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY F. THOMAS AMENT, ITS COUNTY EXECUTIVE AND COUNTERSIGNED BY ROD LAISER, ITS COUNTY CLERK AT MILWAUKEE, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED ON THIS 25th DAY OF OCTOBER, 1994.

CERTIFIED SURVEY MAP NO. 6035

BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 29, T 7 N, R 21 E IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN.

IN THE PRESENCE OF:

MILWAUKEE COUNTY

APPROVED FOR EXECUTION

[Signature]

F. Thomas Ament
F. THOMAS AMENT, COUNTY EXECUTIVE

[Signature]
CORPORATION COUNSEL
10/28

[Signature]

[Signature]
ROD LANSER, COUNTY CLERK
MARK E. RYAN, Deputy Co. Clerk

STATE OF WISCONSIN)
 :SS
MILWAUKEE COUNTY)

PERSONALLY CAME BEFORE ME THIS 25th DAY OF October 1994, F. THOMAS AMENT, COUNTY EXECUTIVE AND ROD LANSER, COUNTY CLERK OF THE ABOVE NAMED MUNICIPAL CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH COUNTY EXECUTIVE AND COUNTY CLERK OF SAID MUNICIPAL CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID MUNICIPAL CORPORATION, BY ITS AUTHORITY.

[Signature]
ANDREW L. HENSEL
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES
MY COMMISSION IS PERMANENT

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WAUWATOSA ON THIS 11TH DAY OF July, 1994.

7017717
REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 8 50 AM
OCT 26 1994
REEL 3403 IMAGE 101 TO 186
REGISTER OF DEEDS TJCL

[Signature]
MAYOR MARCOLETTE WALSH, CHAIRMAN
[Signature]
GORDON M. ROZMUS, SECRETARY

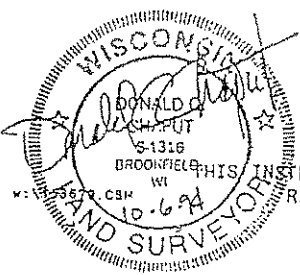
70177
RECORD 20.

COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF WAUWATOSA, IN ACCORDANCE WITH THE RESOLUTION ADOPTED ON AUGUST 3, 1994

DATE: OCTOBER 25

[Signature]
JANICE M. SIMONSEN, CITY CLERK



THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT
REGISTERED LAND SURVEYOR S1316

LAND PREVIOUSLY SOLD
TO PRIMECARE

The PrimeCare Land is that parcel identified on the map below as Parcel 1 and legally described as follows:

THAT PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 29, T 7 N, R 21 E, IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION;

THENCE NORTH 88° 14' 48" EAST ALONG THE SOUTH LINE OF SAID NW 1/4 SECTION 87.00 FT. TO A POINT;

THENCE NORTH 01° 55' 49" WEST AND PARALLEL TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 40.00 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF WEST WISCONSIN AVENUE WITH THE EAST LINE OF NORTH MAYFAIR ROAD;

CONTINUING THENCE NORTH 01° 55' 49" WEST ALONG THE EAST LINE OF NORTH MAYFAIR ROAD 884.97 FT. TO THE SOUTH LINE OF RESEARCH DRIVE;

THENCE NORTH 85° 53' 20" EAST ALONG SAID SOUTH LINE 375.79 FT. TO A POINT;

THENCE SOUTHEASTERLY 105.98 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 175.00 FT. AND WHOSE CHORD BEARS SOUTH 75° 45' 45.5" EAST 104.36 FT. TO A POINT;

THENCE SOUTH 58° 24' 51" EAST ALONG SAID LINE 123.92 FT. TO A POINT;

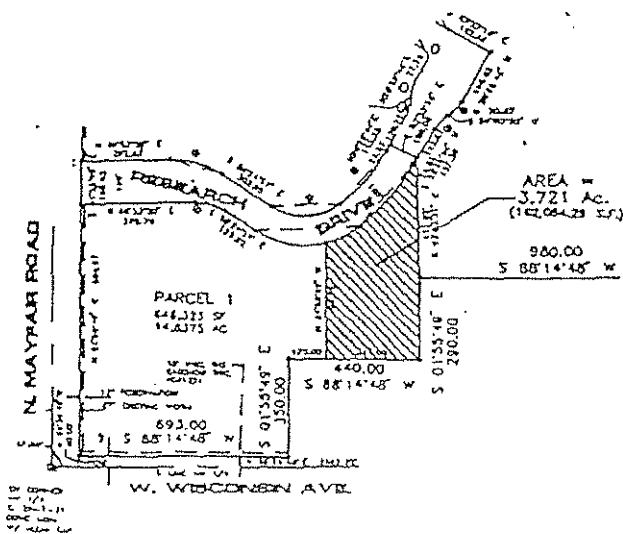
CONTINUING THENCE EASTERLY 249.32 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH WHOSE RADIUS IS 300.00 FT. AND WHOSE CHORD BEARS SOUTH 82° 13' 20.5" EAST 242.21 FT. TO A POINT;

THENCE SOUTH 01° 55' 49" EAST 406.92 FT. TO A POINT;

THENCE SOUTH 88° 14' 48" WEST 125.00 FT. TO A POINT;

THENCE SOUTH 01° 55' 49" EAST 350.00 FT. TO A POINT ON THE NORTH LINE OF WEST WISCONSIN AVENUE;

THENCE SOUTH 88° 14' 48" WEST ALONG SAID NORTH LINE 693.00 FT. TO THE POINT OF BEGINNING. CONTAINING 14.8375 ACRES, MORE OR LESS.



PT. *Exec B1-2-3*
Cexec

REEL 3403 IMAGE 161

7017720

**SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE MILWAUKEE COUNTY RESEARCH PARK-ALLOCATION
OF COMMON AREA EXPENSES AND OCCUPANT'S ASSOCIATION**

THIS AGREEMENT is dated as of October 26, 1994
between Milwaukee County (the "County") and Milwaukee County Research Park
Corporation ("MCRPC").

RECITALS

7017720
RECORD 42.00

MCRPC and the County acknowledge the following:

A. MCRPC and the County executed a certain Amended and
Restated Declaration of Covenants, Conditions and Restrictions for Milwaukee
County Research Park, dated as of October 26th, 1994 (the "Declaration").

B. Pursuant to Article VI and VII of the Declaration, MCRPC
has certain obligations regarding the maintenance of the Common Areas (as
hereinafter defined) at the Property (as defined in the Declaration and further
described on Exhibit A attached hereto and incorporated herein) and MCRPC has
the ability to assess the costs for Common Areas maintenance to Occupants (as
defined in the Declaration). MCRPC may also create an owner's association for
performing tasks and making decisions regarding Common Areas and assuming
certain other rights and obligations of MCRPC hereunder.

12-19-7-21

0000

123812_3WTS:DMG 10/20/94

OCT 26 1994

7017720

REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT 8:50 AM
OCT 26 1994
REEL 3403 IMAGE 161 to 177
REGISTER OF DEEDS incl

PT. *Parcels 1 to 4 C.S.M. # 6035*

211

C. MCRPC and Milwaukee County now desire to provide formal procedures for administration of the Common Areas and formation of an Occupant's association and modify the Declaration as provided for herein.

AGREEMENTS

In consideration of the Recitals and mutual agreements which follow, MCRPC and the County agree as follows:

1. Common Area Expenses. The Declaration provides that certain costs and expenses related to the Common Areas, (which for the purposes hereof and the Declaration shall mean those lands depicted on Exhibit B attached hereto and incorporated herein, as the same may exist from time to time at the Property, the "Common Areas") shall be paid by the Occupants (as defined in the Declaration). For purposes of defining the Occupant, MCRPC shall be considered the Occupant of those portions of the Property leased to it by Milwaukee County (the "County") pursuant to its ground lease, until such time as MCRPC either subleases such land to a developer or an Occupant or amends the ground lease to exclude such portion of the Property. Each Occupant shall pay its Pro Rata Share (as hereinafter defined) of all Common Area expenses pursuant to the terms of this section. In addition, each Occupant shall pay to MCRPC, or to the County if MCRPC is no longer in existence, on or before December 31 of each calendar year, an annual fee of \$750 (as the same may be increased as provided for herein) per acre owned or occupied, which shall be a contribution toward MCRPC's Research Development Fund (the "Research Fund Contribution"), unless modified by any development contract or other agreement between MCRPC and an Occupant. MCRPC shall not be obligated to make this contribution towards the

Research Development Fund because it is contributing significant staff hours and other efforts towards research development at the Property. The Research Fund Contribution may, at the option of MCRPC, be increased annually, by an amount equal to the greater of 4% per annum or the current rate of inflation (as reasonably determined by MCRPC), commencing in calendar year 1996. All increases shall be calculated with the base year of 1995.

The Common Area expenses for the Property shall include, without limitation, the following costs and expenses related to, or arising out of, the Common Areas at the Property, as the same and may be expanded or contracted from time to time by MCRPC or the Association (as hereinafter defined):

All costs incurred by MCRPC or any subsequent maintenance operator (including the Association) in performing its obligations to maintain and repair the Common Areas in the manner that it deems appropriate, subject to the requirements of the Declaration, which costs shall include a reasonable cost for administration of such services, not to exceed 10% of the total cost for Common Area maintenance and repair (whether performed by MCRPC or a separate management company, but in no event is any fee payable to the County Department of Public Works for its work at the Property to be considered part of the 10% administration fee), plus all such parties out-of-pocket expenses to perform such services, including, without limitation; (a) landscaping (annual and perennial), (b) shrubbery and grass maintenance, repair, upkeep and annual replacement, including, without limitation, weed control (in no event to include the cost of landscape and grass upkeep within the lot lines of any non-Common Areas located at the Property), (c) the cost of repair and maintenance of lighting

(including, without limitation, accent lighting, sign lighting, landscape lighting, etc.) and signs (including, without limitation, informational, directional, kiosks, identification signs, etc.) located in Common Areas, (d) the costs for maintenance of sidewalks, walking/activity paths in the Common Areas, (e) Common Area parking lots and driveways in or at the Property, including, without limitation, resurfacing and maintenance and snow and ice removal and control, (f) the cost of repairing, rehabilitating or reconstructing and maintaining any structure including, without limitation, fencing, screening, benches, fountains, shelters and flag poles or other improvements located in or at the Common Areas, (g) maintenance and dredging of ponds, catch basins, other storm channels and appurtenances, (h) costs for security, if deemed reasonably appropriate by MCRPC or the Association, (i) litter control and trash pick up, (j) costs for insurance for the Association and/or Common Areas or MCRPC concerning its role in administering the Common Areas (in an amount deemed reasonably appropriate by MCRPC or any subsequent maintenance operator insuring the Common Areas) (k) costs for accounting, legal and other services related to the computation and/or collection of the maintenance costs for the Common Areas, (l) any real property taxes related to the Common Areas, and (m) a reasonable reserve for capital improvements.

All such Common Area expenses shall be determined in accordance with generally accepted accounting principles consistently applied.

The enforcement mechanisms described in the Declaration shall apply to Occupants' obligations to make payment of their Pro Rata Share of Common Area expenses and their obligation for the Research Fund Contribution.

Each Occupant of any portion of the Property (which shall not include Common Areas) shall be subject to general annual assessments for Common Area expenses allocated and assessed against each Occupant on a pro rata basis (the "Pro Rata Share"), based on the acreage of real estate owned/occupied divided by the total acreage of all lots at the Property (excluding public or common driveways and roadways and Common Areas) multiplied by the annual Common Area expenses. Notwithstanding the foregoing, in the event MCRPC agrees to limitations on an Occupant's obligations to contribute toward the Common Area expense and/or the Research Fund Contribution (through a sublease, offer to purchase, or development agreement) such limitations shall control and supersede this provision with respect to such Occupant. The determination of the total annual costs for Common Area expenses shall be reasonably determined by MCRPC or the Association, within the guidelines stated above and MCRPC or the Association shall provide each Occupant with documentation of its calculations. MCRPC shall invoice Occupants not less than quarterly, on a calendar year basis, for its estimate of that quarters charges. At the end of each calendar year MCRPC shall do a full accounting and reconciliation of estimated payments made by Occupants and actual Common Area expenses for that calendar year, and in the event that any excess has been paid by an Occupant, that amount shall be promptly refunded to the Occupant. In the event of any shortfall in the Occupants' contribution that payment shall be made as described below. Each Occupant shall pay for such general annual assessments within 30 days after receipt of invoice from MCRPC or the Association. In addition to the general annual assessments, MCRPC or the Association may impose special assessments against each Occupant to cover all or any part of any extraordinary expenses incurred by MCRPC or the Association as described above. Special assessments shall be allocated to the various lot Occupants pursuant to the same

formula as for general assessments described above and shall be due and payable within 60 days after receipt of invoice from MCRPC or the Association.

2. Occupant's Association. MCRPC intends to form the Association for the purpose of repairing, maintaining and protecting the Common Areas and administration and collection of Common Area expenses and certain other tasks. The formation of the Association shall occur: (a) at the discretion of MCRPC when more than 25% and less than 51% of the acreage at the Research Park (excluding public or common driveways and roadways and Common Areas) has been sold or leased by MCRPC to a third party; or (b) at the discretion of MCRPC at any time on or after January 1, 1995; or (c) automatically, when 51% or more of the acreage of the Research Park has been sold or leased by MCRPC to a third party. When MCRPC elects to exercise option (a) or (b) above, or if the condition in (c) above has been satisfied, MCRPC shall authorize the creation of the Association, by the filing of Articles of Incorporation of the Association with the Wisconsin Secretary of State. MCRPC shall give notice of the creation of the Association to all Occupants. All Occupants shall be entitled and required to be members of the Association. The Association shall be known as Milwaukee County Research Park Occupants Association, Inc. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The Articles of Incorporation and the By-Laws for the Association, shall become effective when MCRPC authorizes the creation of the Association and shall be prepared by MCRPC in its sole discretion consistent with the provisions hereof. Upon creation of the Association, MCRPC shall retain control over the operation and management of the Association through appointment or election of a majority of the Board of Directors until at least 51% of the acreage in the Property has been sold or leased to Occupants.

The Association, when formed, shall be responsible for implementing the exclusive management and control of the Common Areas and enforcement of the provisions and restrictions contained in this Agreement and MCRPC shall be released from such obligations accruing after the date the Association is formed.

The Association, when formed, shall levy such charges and assessments as may be necessary to carry out its stated purpose, including, without limitation, assessments for general annual assessments and special assessments as described above. All lots and the Occupants thereof shall be subject to the general and special assessments. By December 15 of each year, the Board of Directors of the Association shall prepare an annual budget and shall determine a general annual assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Association for the ensuing year. The annual budget shall be considered and approved at the annual meeting of the members of the Association. Votes shall be allocated to Occupants of lots based on the amount of acreage in the Property owned or leased by the Occupant. Each Occupant shall be allocated one vote for up to five acres owned/leased and one additional vote for each additional full three acres owned/leased. For example, if MCRPC leases four acres from the County, it shall be entitled to one vote. If MCRPC leases seven acres from the County, it shall be entitled to only one vote, but if it leases eight acres, it shall be entitled to two votes, and so on. For purposes of determining the number of votes allocated to an Occupant, all lots owned or leased by an Occupant shall be aggregated.

The right and obligation to collect or enforce the collection of charges, assessments and special assessments is hereby delegated to the

Association, following its formation. Following its formation, the Association shall have all the rights and remedies described in the Declaration regarding an Occupant's failure to pay its Pro Rata Share of Common Area expenses or the annual Research Fund Contribution. The Occupants of lots shall be personally obligated to pay such charges, assessments and special assessments upon the lots owned/leased by them and such charges, assessments and special assessments shall also be and constitute a lien, until paid, against the lot to which charged. By purchasing any part of the Property, the Occupant shall automatically be subject to the personal liability described above and thereby consents to such personal liability.

No Occupant may exempt himself or his lots from liability for contribution for charges and assessments levied by MCRPC or the Association by waiver of use of any of the Common Areas or by abandonment of his lot; no conveyance or transfer shall relieve the seller or his lot of such liability, and he shall be jointly, severally and personally liable along with the purchaser in any such conveyance/transfer for the charges and assessment incurred until the date of sale or transfer until all charges and assessments against the lot have been paid.

MCRPC may, following the formation of the Association, convey the Common Areas to the Association by quit claim deed and quit claim bill of sale and all personal property, fixtures, structures, improvements, real property and real property interests which MCRPC may deem to be Common Areas.

3. Landscape Setback. Each Occupant with a 100-foot landscape setback on its lot, as described on Exhibit C attached hereto and

incorporated herein (the "Landscape Setback") hereby agrees to maintain the Landscape Setback. The Occupant shall landscape the Landscape Setback in substantial accordance with the landscape plans and specifications approved in advance in writing by MCRPC prior to their purchase/lease, and to forever repair and maintain the Landscape Setback in good condition and repair, in a manner appropriate for a first class research park, at their sole cost and expense. In no event may any Occupant construct any building or other improvement in the Landscape Setback.

4. Review and Comment. Until such time as the Association is formed, each Occupant shall have the opportunity to review MCRPC's annual budget for Common Area expenses, any proposed new Occupant to the Property and any other decision materially affecting the Property. MCRPC shall endeavor to provide each Occupant with the relevant information regarding such decision and afford them a reasonable opportunity to review the same and provide comment to MCRPC before it makes a decision regarding such matter. Notwithstanding the foregoing, in no event shall this section 4 provide any Occupant with the right to approve, reject or claim injury as the result of a decision which MCRPC is otherwise entitled to make pursuant to this Agreement or the Declaration.

5. Incorporation by Reference. To the extent that they are not in conflict with the terms of this Agreement, the provisions of the Declaration in Articles VIII, IX, X, XI (except as may be otherwise agreed to in any development or other agreement between MCRPC and any Occupant), XII, XIII, XIV, XV and XVI are hereby specifically incorporated by reference into, and shall be deemed to be part of, this Agreement in the same manner as if they were fully included herein. In the event of any conflict between the terms of this Agreement and the

terms of the Declaration, the term of this Agreement shall control. For example, Articles VIII and X are specifically modified in part by this Agreement.

6. Amendments. In no event shall MCRPC or the County amend the Declaration or this Agreement in any manner which would materially and adversely affect the rights accruing to an Occupant hereunder or revoke or alter an approval previously received by an Occupant under the Declaration or hereunder, without first receiving the advanced written consent of such Occupant. Upon delivery of any such modification or amendment by MCRPC to such Occupant, such Occupant shall within 15 working days thereafter, reply in writing to MCRPC as to whether such Occupant contends that such modification or amendment will have a material adverse affect on it. Failure of such Occupant to reply within said 15-day period shall constitute such Occupant's agreement that such modification or amendment will not have a material affect on it.

7. Arbitration. All disputes between an Occupant and MCRPC or the Association arising out of, or relating to, the calculation or allocation of Common Area expenses, may, at the option of the Occupant, MCRPC or the Association be decided by binding arbitration in accordance with the rules of the American Arbitration Association. Such decision shall be final and unappealable. The venue for such arbitration shall be Milwaukee County and the arbitrator shall be mutually satisfactory to all parties. The cost of arbitration (not to include attorneys fees) shall be paid solely by the Occupant unless the final settlement or award results in a resolution which is closer to (a) the Occupant's proposed settlement offer submitted in writing to MCRPC or the Association, as applicable, prior to arbitration, than (b) the number

submitted in writing by MCRPC or the Association prior to entering into such arbitration.

MILWAUKEE COUNTY, a Wisconsin political subdivision and body corporate

By F. Thomas Ament
F. Thomas Ament, County Executive

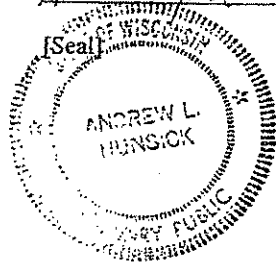
APPROVED FOR EXECUTION
Andrew L. Hunsick
CORPORATION COUNSEL
10/20/94

Attest:

By *Mark E. Ryan*
Mark E. Ryan, County Clerk

State of Wisconsin)
 : SS
Milwaukee County)

This instrument was acknowledged before me on October 12, 1994 by F. Thomas Ament as County Executive and Mark E. Ryan as Deputy County Clerk of Milwaukee County.



Andrew L. Hunsick
Notary Public, State of Wisconsin
My commission is permanent

MILWAUKEE COUNTY RESEARCH PARK CORPORATION

By *Mark E. Ryan*
Its Acting Executive Director

Attest:
David R. Zepher
Its CHAIRMAN

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on October 26
1994 by Harold S. Schwartz as Attorney in Fact and
David L. Spack as Chairman of Milwaukee County
Research Park Corporation.



Andrew Hunsick
Notary Public, State of Wisconsin
My commission is permanent

This instrument was drafted by and after recording should be
returned to

William T. Shroyer, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street
Suite 2100
Milwaukee, WI 53202-3186
414-298-1000

EXHIBIT A

MILWAUKEE COUNTY RESEARCH PARK CORPORATION

SOUTHWEST QUADRANT PARCEL

PREMISES

LEGAL DESCRIPTION

That part of the NW 1/4 and the NE 1/4 of Section 29, T7N, R21E, in the City of Wauwatosa, Milwaukee County, Wisconsin, which is bounded and described as follows:

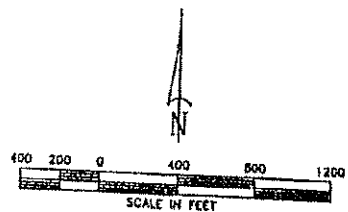
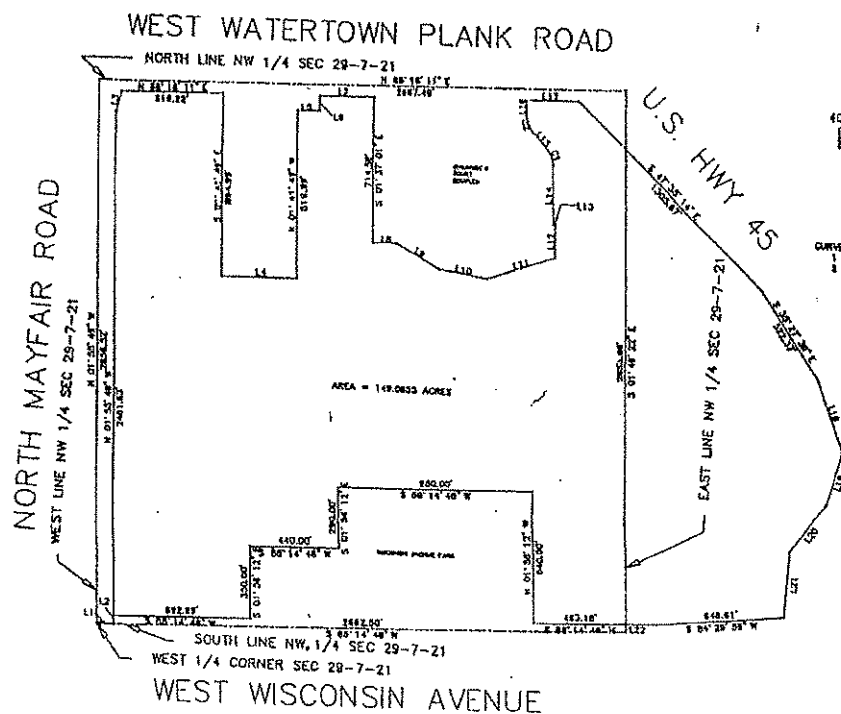
Commencing at the West 1/4 corner of said Section; Thence N 88°14'48.0"E for 87.00 feet along the south line of the NW 1/4 of said Section to a point; Thence N 01°55'49.0"W and parallel with the West line of the NW 1/4 of said Section for 40.00 feet to the Point of Beginning, said point being the intersection of the north line of W. Wisconsin Ave. with east line of N. Mayfair Road; Thence continuing N 01°55'49.0"W along the east line of N. Mayfair Road and parallel with the west line of the NW 1/4 of said Section for 2461.63 feet to a point; Thence N 13°44'11.0"E for 103.53 feet to a point on the south line of W. Watertown Plank Road, said line being 55.00 feet south of and parallel to the north line of the NW 1/4 of said Section; Thence N 88°18'11.0"E along said south line of W. Watertown Plank Road for 519.22 feet to a point; Thence S 01°41'49.0"E 894.99 feet to a point; Thence N 55°18'11"E 371.51 feet to a point; Thence N 01°41'49"W 619.99 feet to a point; Thence N 88°18'11"E 110.00 feet to a point; Thence N 01°41'49"W 75.00 feet to a point on the south line of W. Watertown Plank Road, said line being 55.00 feet south of and parallel to the north line of the NW 1/4 of said Section; Thence N 88°18'11"E 272.89 feet along the south line of W. Watertown Plank Road to a point; Thence S 01°37'01"E 714.58 feet to a point; Thence N 87°46'48"E 118.52 feet to a point; Thence S 82°42'37.0"E for 250.20 feet to a point; Thence S 82°28'02.0"E for 250.20 feet to a point; Thence N 71°04'12.0"E for 358.69 feet to a point; Thence N 01°41'04.0"W for 170.00 feet to a point; Thence S 86°18'56.0"W for 10.00 feet to a point; Thence N 01°41'04.0"W for 278.21 feet to the beginning of a curve, said curve having central angle of 40°24'30", radius 123.00 feet, chord bearing N 21°53'19.0"W, and chord distance 84.96 feet; Thence along the arc of said curve for a distance of 86.75 feet to the end of the curve; Thence N 42°18'12.0"W for 101.34 feet to the beginning of a curve, said curve having central angle of 40°24'57", radius 164.00 feet, chord bearing N 21°54'19.0"W, and chord distance 113.30 feet; Thence along the arc of said curve for a distance of 115.68 feet to the end of the curve; Thence N 01°41'49.0"W for 58.00 feet to a point on the south line of W. Watertown Plank Road, said line being 55.00 feet south of and parallel to the north line of the NW 1/4 of said Section; Thence N 88°18'11.0"E along said south line of W. Watertown Plank Road for 259.63 feet to a point on the westerly right-of-way line of U.S. Highway "45"; Thence S 47°35'14.0"E along said westerly right-of-way line for 1305.67 feet to a point; Thence S 35°27'39.0"E along said westerly right-of-way line for 522.37 feet to a point; Thence S 21°03'37.0"E along said westerly right-of-way line for 379.31 feet to a point; Thence S 14°58'48.0"W along said westerly right-of-way line for 277.89 feet to a point; Thence S 38°31'14.0"W along said westerly right-of-way line for 295.50 feet to a point; Thence S 03°57'18.0"W along said westerly right-of-way line for

325.30 feet to a point; Thence S 84°29'56.0"W for 646.61 feet to a point on the north line of W. Wisconsin Ave.; Thence S 88°28'48.0"W along the north line of W. Wisconsin Ave. for 160.09 feet to a point; Thence S 88°14'48.0"W along the north line of W. Wisconsin Ave. and parallel with the south line of the NW 1/4 of said Section for 463.18 feet to a point; Thence N 01°56'12.0"W for 640.00 feet to a point; Thence S 88°14'48.0"W parallel with the south line of the NW 1/4 of said Section for 980.00 feet to a point; Thence S 01°56'12.0"E for 290.00 feet to a point; Thence S 88°14'48.0"W parallel with the south line of the NW 1/4 of said Section for 440.00 feet to a point; Thence S 01°56'12.0"E for 350.00 feet to a point on the north line of W. Wisconsin Ave.; Thence S 88°14'48.0"W along the north line of W. Wisconsin Ave. and parallel with the south line of the NW 1/4 of said Section for 692.99 feet to the Point of Beginning.

Said parcel containing 149.0855 Acres more or less.

DEPARTMENT OF PUBLIC WORKS
PROFESSIONAL SERVICES DIVISION
11/9/90 GGH
REVISED 10/29/91 GGH
REVISED 11/21/91 GGH

REEL 3403 IMAG 175



CURVE	CC-1A	RADIUS	ARC	CHORD	EXCISE	CHORD BEG
1	42° 24' 30"	122.00	84.28	81.98	45.87 N 21° 52' 18" W	
2	40° 24' 47"	184.00	116.68	113.50	84.37 N 11° 25' 18" E	

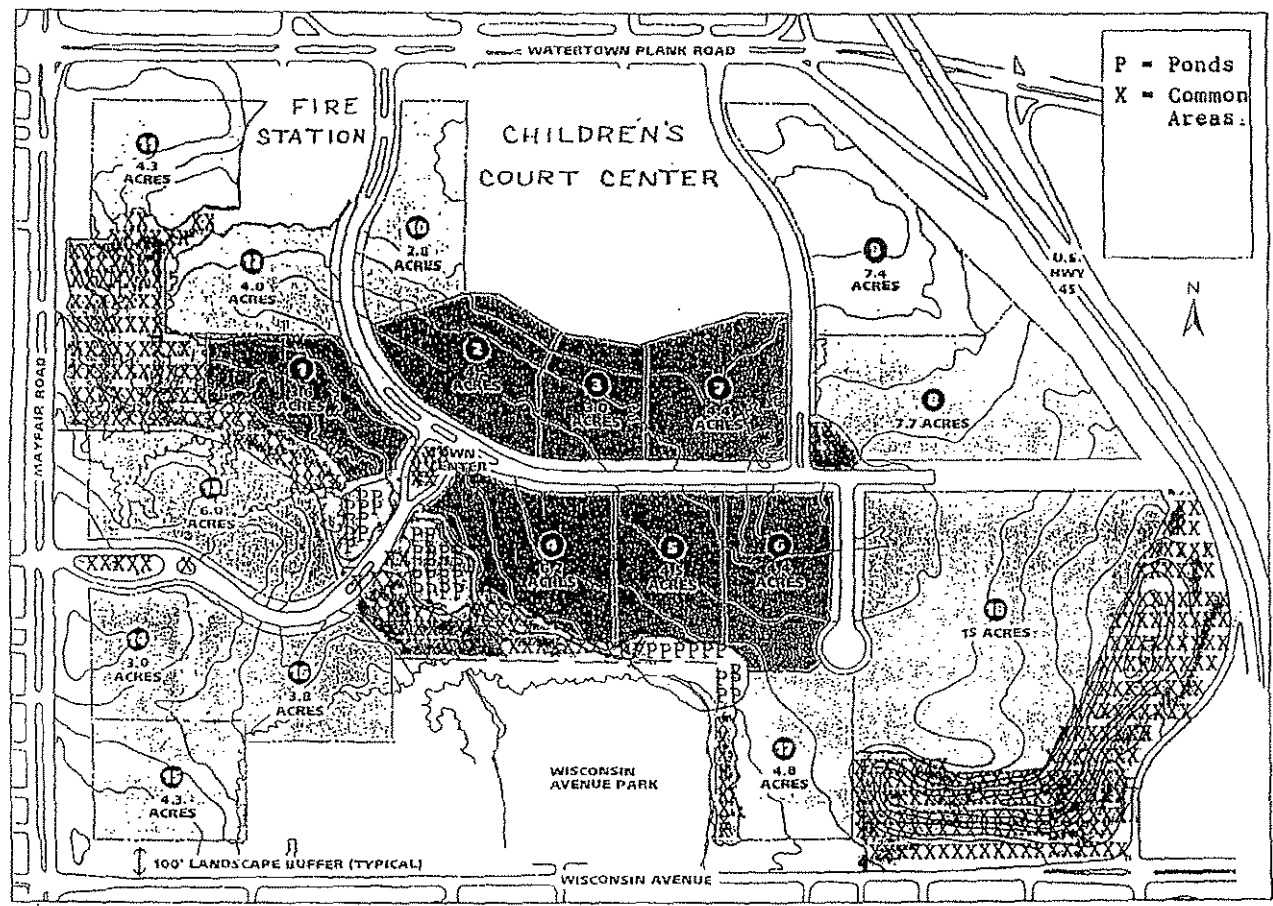
LINE	BEARING	DISTANCE
1	N 81° 50' 48" W	43.00'
2	N 82° 05' 11" E	103.67'
3	N 80° 18' 11" E	271.81'
4	N 80° 18' 11" E	516.00'
5	N 81° 41' 48" W	78.00'
6	N 80° 18' 11" E	278.26'
7	N 82° 15' 48" E	118.82'
8	N 82° 42' 37" E	250.32'
9	N 82° 05' 01" E	134.62'
10	N 81° 51' 18" E	170.00'
11	N 81° 51' 18" E	10.50'
12	N 81° 51' 04" W	170.00'
13	N 80° 18' 28" W	274.75'
14	N 81° 18' 28" W	281.34'
15	N 81° 18' 28" W	94.00'
16	N 80° 18' 11" E	128.45'
17	N 80° 18' 11" E	278.31'
18	N 81° 54' 48" W	237.89'
19	N 81° 54' 48" W	232.30'
20	N 82° 15' 18" W	223.30'
21	N 82° 15' 18" W	160.00'

WILBURNE COUNTY PARK			
PROFESSIONAL BOUNDARY SURVEY			
RESEARCH PARK			
SOUTHWEST QUADRANT			
DATE	PLS.	RSN.	PLANE FT.
11/21/21	J. W. MC	J. W. MC	ENG.

REEL 3403 IMAG 170

MILWAUKEE COUNTY
RESEARCH PARK

EXHIBIT B



This Exhibit B is solely to depict Common Areas, which shall include all ponds. Exhibit A correctly depicts and describes the Property and its boundaries and any inconsistency in descriptions of the Property should be resolved in favor of Exhibit A.

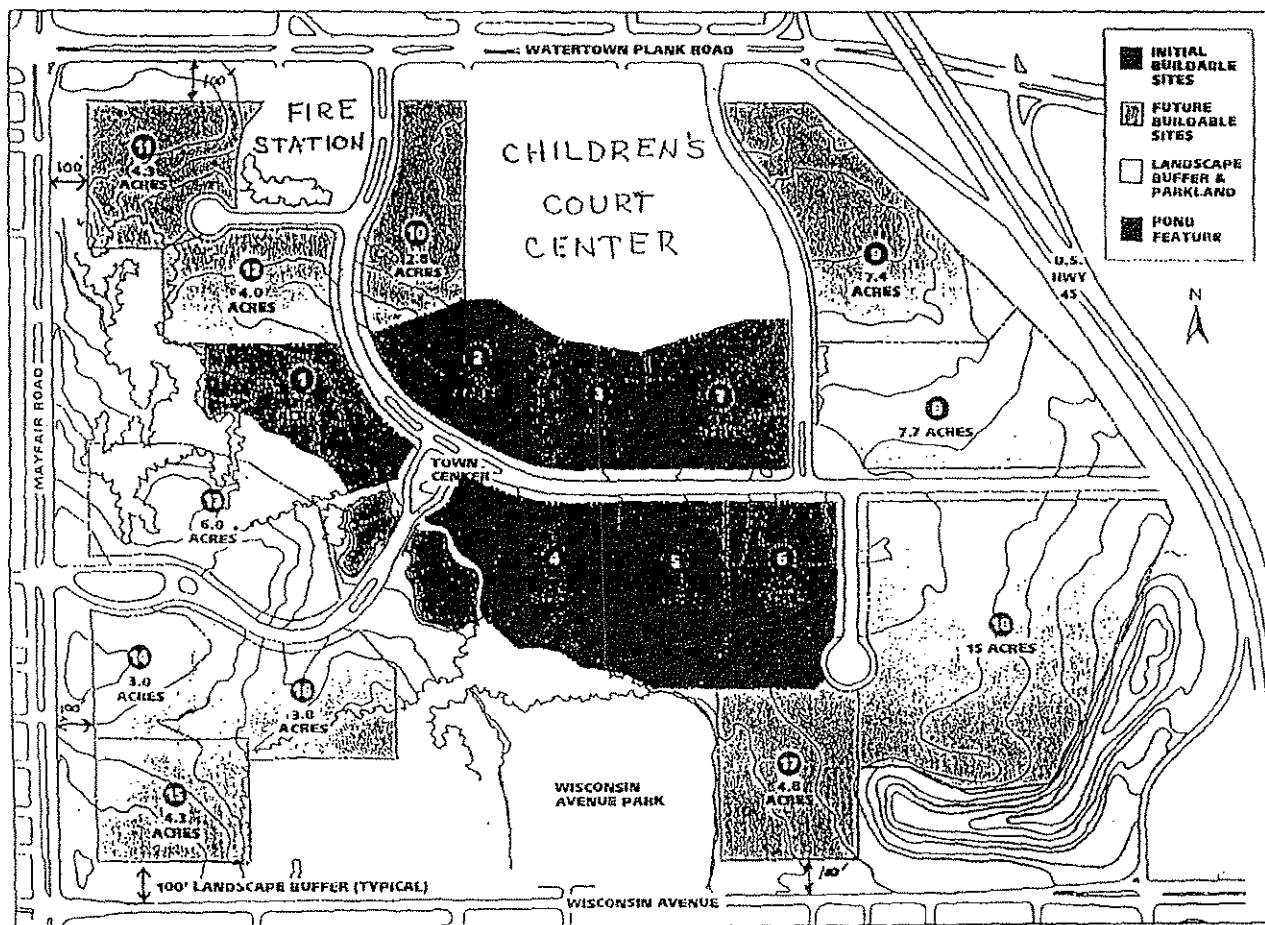
SITE MAP



REEL 3403 IMAG 177

MILWAUKEE COUNTY
RESEARCH PARK

EXHIBIT C
SHOWS 100' SETBACK



0 100 400 ft.

SITE MAP