

GROUND LEASE

Between

MILWAUKEE COUNTY

AND

MILWAUKEE COUNTY RESEARCH PARK

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GROUND LEASE

THIS LEASE is dated as of March 24, 1992
between MILWAUKEE COUNTY, a municipal corporation ("Lessor")
and MILWAUKEE COUNTY RESEARCH PARK CORPORATION, a Wisconsin
nonstock, nonprofit corporation ("Lessee").

RECITALS

Lessor and Lessee acknowledge the following:

A. Lessor's Board of Supervisors desires to foster and encourage the development of a research and technology park on a portion of the County Institution Grounds (the "Research Park"). To accomplish this end, a Blue Ribbon Task Force on the Disposition of Milwaukee County Institution Lands was formed and prepared a Final Report that was transmitted to the County Executive on September 23, 1985 (the "Final Report").

B. Lessor's Board of Supervisors, by resolutions (file nos. 84-947 and 86-64), adopted the findings of the Blue Ribbon Task Force as set forth in the Final Report, except to the extent modified by said resolutions (the "Resolutions"). The Resolutions further provided that the site for the Research Park shall include: (1) approximately 158 acres consisting of

the southwest quadrant plus the Watertown Plank Road Park and Ride lot, except for lands used for Wisconsin Avenue Park, Children's Court Center, Wauwatosa Fire Station, County Nursing Home; and (2) approximately 15 acres of the northeast quadrant known as the former agricultural school site, as specified in adopted resolution file no. 81-1107(a), which includes buildings S-1 through S-6. This land and the improvements thereon as of the Effective Date of this Lease, as defined below, together with such other land and improvements that Lessor and Lessee shall agree in writing is subject to this Lease, are referred to in this Lease as the "Premises."

C. The Final Report and the Resolutions recommend that the responsibility for the creation, development, management and operation of the Research Park be vested in Lessee and that the Premises be leased by Lessor to Lessee pursuant to a long-term ground lease to assist in accomplishing the purpose of establishing a Research Park on the Premises.

D. The State of Wisconsin in 1989 Wisconsin Act 265 effective May 4, 1990 (Wisconsin Statutes section 59.07(149) (the "Statute") has authorized Lessor to participate in the development of a research and technology park under the conditions stated in the Statute.

E. Lessor, acting through its County Board, has made the necessary determinations required by the Statute.

F. Lessor and Lessee hereby desire to enter into this Lease in order to transfer a leasehold estate in the Premises to Lessee for the purposes set forth in the Final Report, the Resolutions and the Statute and to retain, create and attract science-based business and help develop and diversify the economic base of Milwaukee County and the State of Wisconsin.

G. Lessor and Lessee hereby desire to set forth the terms and conditions for Lessee's establishment, development, management and operation of the Research Park.

H. Concurrently with the execution of this Lease, the Premises are being subjected to a Declaration of Covenants, Conditions and Restrictions (the "Declaration").

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Lessor and Lessee agree as follows:

1. Premises. Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Premises which are

legally described in **Exhibit A** attached hereto. In addition, Lessor anticipates that certain land and improvements (including, without limitation, those lands depicted on **Exhibit B** attached hereto) may be added to the definition of the Premises, following removal of the Milwaukee County Nursing Home from the building commonly known as M-1 and the removal of the residents, if any, from the property commonly known as M-13 and M-14 (the "M-13 and M-14 Lands") when needed for development of the Research Park. It is anticipated that the Milwaukee County Nursing Home shall be removed after July 1, 1992, and the residents, if any, of the M-13 and M-14 Lands shall be removed within 180 days after notice from Lessee to Lessor of its intent to use such lands for development purposes. All such additional land and improvements shall be subject to all the terms and conditions of this Lease and may be subleased to any party permitted by this Lease. The addition of such land and improvements shall be effective as of the date and subject to the conditions of Lessor's resolution adding such land and improvements to this Lease. Lessor hereby recognizes and acknowledges the overall Master Plan for development of the Research Park (attached hereto as **Exhibit C**), and Lessor shall consider the overall Master Plan

in its future decisions regarding the use of lands outside the Premises.

2. Term. This Lease shall be for a term commencing on the date first above written (the "Effective Date") and continuing for a period of 100 years from the Effective Date, unless terminated earlier as provided for herein (the "Initial Term").

3. Rent.

(a) Initial Rent. Lessee hereby covenants and agrees to pay to Lessor as the Initial Rent for the Premises the sum of \$1.00 per year for each year of the Initial Term of this Lease. The Initial Rent for the Initial Term of this Lease shall be paid in advance and Lessor acknowledges receipt of \$100 as payment of the Initial Rent for the Initial Term of this Lease.

(b) Initial Funding and Additional Rent.

(i) Lessor and Lessee agree that the economic benefits to be derived from developing the Premises, together with the other income obtained by Lessee (including, without limitation, (1) any ground rent under any leases or

subleases, (2) any percentage participation in net cash flow, (3) any percentage of gross rents owed to Lessee pursuant to a Development Agreement, (4) grant monies, (5) TIF funds, (6) program funds, (7) reimbursement of marketing expenses of Lessee or (8) other reimbursement to Lessee pursuant to a Development Agreement) shall be utilized by Lessee for Lessee's expenses to operate and manage the Research Park and carrying out the programs of Lessee (plus appropriate reserves for such activities) ("Research Park Expenses") in a manner which Lessee's Board of Directors shall determine by a two-thirds majority vote of Lessee's full Board of Directors, with any excess income (net of Research Park Expenses) being paid by Lessee to Lessor as additional rent (the "Additional Rent").

Lessor and Lessee shall enter into a separate "Additional Rent Agreement" which shall provide a procedure for Lessee's Board of Directors periodic determination of the Additional Rent to be paid annually to Lessor. The Additional Rent Agreement shall comply with the following general guidelines:

[a] Any rent or other income received by Lessee and not used for a Research Park Expense (as determined by Lessee's Board of Directors pursuant to this

section 3(b)(i)) on an annual basis shall be paid to Lessor as Additional Rent.

[b] Any Additional Rent paid by Lessee to Lessor shall be applied against the following repayment obligations of Lessee to Lessor: [i] for prior annual contributions toward management and operation of the Research Park pursuant to subparagraph 3(b)(iii), and [ii] any other prior cash contributions from Lessor to Lessee.

(ii) Lessee will incur various expenses for professional and other services and commodities, including but not limited to legal fees, land use planning, engineering studies, marketing, management staffing, office and travel expenses, insurance and other matters; which expenses may exceed Lessee's income from the Research Park. Therefore, it is anticipated that the Tax Incremental Financing package will provide Lessee with funding in an amount not greater than \$570,000 (subject to annual consumer price index increases provided for herein) each year for so long as, and in such amounts as, Lessee's Board of Directors deems necessary to meet the expenses described in this subparagraph and Research Park Expenses, which funding shall in no event continue for more than ten years (the "TIF Funding"). The TIF Funding is payable on or before the 30th day of January each year, to cover the

aforementioned operating expenses. The TIF Funding shall be adjusted upward by 5% for each year of funding to account for increases in the consumer price index and the corresponding increases in costs to MCRPC.

(iii) Throughout the term of this Lease after January 1 in any year, additional funding may be made by Lessor upon presentation by Lessee of a request for appropriations submitted to the County Executive and County Board through the annual budgetary process. The appropriation transfer process may be used for unbudgeted expenditures. Lessee shall maintain records of all income including Lessor appropriations received and all expenses incurred and shall be responsible for reimbursing Lessor for all funds received from Lessor from future net proceeds of Lessee (net of Research Park Expenses). Any funds from Lessor to Lessee must be spent for research park purposes as defined in 59.07(149) of the Wisconsin Statutes and in compliance with 59.84 of the Wisconsin Statutes.

(vi) Any additional rent paid by Lessee to Lessor shall be applied against the repayment obligation of Lessee to Lessor for prior annual contributions toward management and operation of the Research Park pursuant to

section 3(ii)(b) herein and any prior cash contributions from Lessor to Lessee.

4. Selection of Developer. "Developer" means a developer approved by Lessor by adoption of a resolution. "Development Agreement" means a development agreement between a Developer and Lessee, approved by Lessor, for the purpose of developing and operating a portion of the Research Park and granting certain rights therein. The phrase Development Agreement shall not include development by Developers on a site by site basis through subleases pursuant to section 5 herein for end users identified by a Developer and disclosed to Lessee. Approval of a Developer under a Development Agreement means that such Developer is approved for other development on a site by site basis beyond the scope of the Development Agreement. Any Developer or Development Agreement shall have the prior approval of Lessor. It is anticipated that a Development Agreement will be entered into with Faison & Associates for the land known as Phase I. Any amendment to a Development Agreement related to the public improvement infrastructure shall require approval of Lessor's Director of the Department of Public Works/Development. Any amendment to a Development Agreement which materially and adversely affects the rights of Lessor shall require the prior consent of Lessor.

5. Subleases and Assignments.

(a) Subleases and Sub-Subleases. Lessee shall have the right to enter into subleases for all or portions of the Premises with a Developer or its affiliates pursuant to a Development Agreement without the need for any further consent from or agreement of Lessor provided such subleases comply with the terms of a Development Agreement. Any Developer shall have the right to enter into sub-subleases for portions of the Premises or any space within improvements constructed on the Premises without the need for any further consent from or agreement of Lessor. Lessee, acting by a two-thirds vote of the full Board of Directors or by consent of two-thirds of its full Board of Directors, shall have the right to enter into subleases, outside of the scope of any Development Agreement, with an occupant which will actually occupy a portion of the Premises, (the "Occupant") (or an affiliate of the Occupant which is owned or controlled by the Occupant), or any Developer, for a portion of the Premises for a Permitted Use, Additional Use or Other Use under the Declaration without the need for further consent from or agreement of Lessor. The foregoing ability of Lessee to sublease to Occupants or Developers shall be subject to any rights granted to a Developer in its Development Agreement with Lessee. Each sublease or sub-sublease shall provide: (i) that such sublease

or sub-sublease is subject and subordinate to this Lease and to any new lease of the Premises or any part thereof granted pursuant to paragraph 6 of this Lease, and (ii) that in the event of cancellation or termination of this Lease, for any reason whatsoever, such sublease or sub-sublease shall not thereby be canceled or terminated (unless it is terminated in accordance with its terms), but the respective sublessee or sub-sublessee shall make full and complete attornment to Lessor (or to the tenant under the new lease of the Premises or any part thereof referred to above) for the balance of the term of such sublease or sub-sublease with the same force and effect as though such sublease or sub-sublease were originally made directly between Lessor (or such new lessee of the Premises or part thereof, if such be the case) and the respective sublessee or sub-sublessee.

(b) Prohibited Transfers. Except as otherwise permitted in (i) this paragraph, (ii) paragraph 6, or (iii) a Development Agreement (with or without Lessee's consent as required therein), Lessee, any sublessee or any sub-sublessee shall not assign, pledge, hypothecate, sublease or otherwise transfer or convey any interest in the Premises, this Lease, any sublease or any sub-sublease, for any reason whatsoever, without the prior written consent of Lessor.

(c) Notice of Permitted Sublease or Assignment.

Following the execution of any sublease or assignment permitted under this Lease, Lessor shall (i) be given written notice of such sublease or assignment and the name of the sublessee or assignee and of any applicable mortgagee, and (ii) be given an instrument in recordable form whereby such sublessee or assignee agrees to abide by the terms of this Lease and the Declaration.

6. Leasehold Mortgages; Lessor's Assurances and Liens.

(a) Leasehold Mortgage Authorized. On one or more occasions, with Lessor's prior consent (in considering such consent, Lessor shall act promptly and in a commercially reasonable manner), Lessee may by a two-thirds majority vote of its full Board of Directors, mortgage or otherwise encumber Lessee's leasehold estate created by this Lease (the "Leasehold Estate") to an Institutional Investor (as hereinafter defined) under one or more Leasehold Mortgages (as hereinafter defined) and assign this Lease as security for such Mortgage or Mortgages.

(b) Notice to Lessor.

(i) [a] If Lessee shall, on one or more occasions, take back a purchase money Leasehold Mortgage upon a sale and assignment of the Leasehold Estate or shall mortgage Lessee's Leasehold Estate to an Institutional Investor, and, if the holder of such Leasehold Mortgage shall provide Lessor with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Mortgagee, Lessor and Lessee agree that, following receipt of such notice by Lessor, the provisions of this section 6 (with such modifications as Lessor and Lessee deem prudent) shall apply in respect to each such Leasehold Mortgage.

[b] In the event of any assignment of a Leasehold Mortgage, or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Mortgage, notice of the new name and address shall be provided to Lessor.

(ii) Lessor shall promptly, upon receipt of a communication purporting to constitute the notice provided for by section (b)(i) above, acknowledge, by an instrument in recordable form, receipt of such communication as constituting the notice provided for by subsection (b)(i) above or, in the alternative, notify the Lessee and Leasehold Mortgagee of the rejection of such communication as not conforming with the

provisions of subsection (b)(i) and specify the specific basis for such rejection.

(iii) After Lessee provides the notice required by subsection (b)(i) above, then this Lease shall not be terminated or cancelled on account of any default by Lessee in the performance of any term, covenant or condition thereof until Lessor shall have complied with the provisions of subparagraph (e), (f), (g) and (h) hereof as to the Leasehold Mortgagees right to cure all defaults and to obtain a new lease (with the rights of each Leasehold Mortgagee to obtain a new lease being vested in the order of priority of their perspective Leasehold Mortgage).

(c) Definitions.

(i) The term "Institutional Investor" as used in this section 6 shall refer to a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance company, college, university, real estate investment trust or pension fund. The term "Institutional Investor" shall also include other lenders of substance which perform functions similar to any of the foregoing and which have assets in excess of \$50,000,000 at the time the Leasehold Mortgage loan is made.

(ii) The term "Leasehold Mortgage" as used in this section 6 shall include a mortgage, deed of trust, a deed to secure debt or other security instrument by which Lessee's Leasehold Estate is mortgaged, conveyed, assigned or otherwise transferred, to secure a debt or other obligation (or any refinancing through subsequent Leasehold Mortgages).

(iii) The term "Leasehold Mortgagee" as used in this section 6 shall refer to a holder of a Leasehold Mortgage in respect to which the notice provided by subsection (b) of this section 6 has been given and received and to which the provisions of this section 6 are applicable.

(d) Consent of Leasehold Mortgagee Required. No cancellation, surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

(e) Default Notice. Lessor, upon providing Lessee any notice of: (i) default under this Lease, (ii) a termination of this Lease, or (iii) a matter on which Lessor may predicate or claim a default, shall at the same time provide a copy of such notice to every Leasehold Mortgagee. No such notice by Lessor to Lessee shall be deemed to have been

duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Lessee after the giving of such notice to Lessor, plus in each instance, the additional periods of time specified in subsections (f) and (g) of this section 6 to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Lessor shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Lessee. Lessee authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

(f) Notice to Leasehold Mortgagee.

(i) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Lessor to terminate this Lease, Lessor shall have no right to terminate this Lease unless, following the expiration

of the period of time given Lessee to cure such default or the act or omission which gives rise to such default, Lessor shall notify every Leasehold Mortgagee of Lessor's intent to so terminate at least 30 days in advance of the proposed effective date of such termination, if such default is capable of being cured by the payment of money, and at least 45 days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of subsection (g) below of this section 6 shall apply if, during such 30- or 45-day termination notice period, any Leasehold Mortgagee shall:

[a] notify Lessor of such Leasehold Mortgagee's desire to nullify such notice, and

[b] pay or cause to be paid all rent, additional rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such 30- or 45-day period, and

[c] comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee, provided, however, that such Leasehold Mortgagee

shall not be required during such 45-day period to cure or commence to cure any default consisting of Lessee's failure to satisfy and discharge any lien, charge or encumbrance against the Lessee's interests in this Lease or the Premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee.

(ii) Any notice to be given by Lessor to a Leasehold Mortgagee pursuant to any provision of this section 6 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in subsection (b)(i)[a] unless notice of a change of Mortgage ownership has been delivered to the Lessor pursuant to subsection (b)(i)[b].

(g) Procedure on Default.

(i) If Lessor shall elect to terminate this Lease by reason of any default of Lessee, and a Leasehold Mortgagee shall have proceeded in the manner provided for by subsection (f) of this section 6, the specified date for the termination of this Lease as fixed by Lessor in its Termination Notice shall be extended for a period of six months, provided that such Leasehold Mortgagee shall, during such six month period:

[a] pay or cause to be paid the rent, additional rent and other monetary obligations of Lessee under this Lease, as the same become due, and continue its good faith efforts to perform all of Lessee's other obligations under this Lease, excepting [i] obligations of Lessee to satisfy or otherwise discharge any lien, charge or encumbrance against Lessee's interest in this Lease or the Premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee; and [ii] past nonmonetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee; and

[b] if not enjoined or stayed, take steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(ii) If at the end of such six-month period such Leasehold Mortgagee is complying with subsection (g)(i), this Lease shall not then terminate and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Lessee's interest in this

Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this subsection (g) of this section 6, however, shall be construed to extend this Lease beyond the original term thereof as extended by any options to extend the term of this Lease properly exercised by Lessee or a Leasehold Mortgagee, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If such default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease.

(iii) If a Leasehold Mortgagee is complying with subsection (g)(i) of this section 6, upon the acquisition of Lessee's Leasehold Estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease.

(iv) For the purposes of this section 6, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or the Leasehold Estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee

of this Lease or of the Leasehold Estate hereby created so as to require the Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Lessee to be performed hereunder, but the purchaser at any sale of this Lease and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the Leasehold Estate hereby created under any instrument of assignment or transfer in lieu of foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of this section 6 and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Lessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the Leasehold Estate. If the Leasehold Mortgagee or its designee shall become holder of the Leasehold Estate, and if the buildings and improvements on the Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the building or other improvements only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or

reconstruct the building or other improvements to the extent required by this Lease and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the building or other improvements to the extent required by this Lease, such failure shall constitute an event of default under this Lease.

(v) Any Leasehold Mortgagee or other acquirer of the Leasehold Estate of Lessee pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Lessee's Leasehold Estate, without further consent of Lessor, sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to such Mortgagee or acquirer and thereafter be relieved of all obligations under this Lease; provided that such assignee has delivered to Lessor its written agreement to be bound by all of the provisions of this Lease.

(vi) Notwithstanding any other provision of this Lease, any sale of this Lease and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the Leasehold Estate hereby created in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be a permitted sale, transfer or assignment of this Lease and of the Leasehold Estate hereby created.

(h) New Lease. In the event of the termination of this Lease as a result of Lessee's default, Lessor shall, in addition to providing the notices of default and termination as required by subsections (e) and (f) above of this section 6, provided each Leasehold Mortgagee with written notice that the Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to the Lessor. Lessor agrees to enter into a new lease (the "New Lease") of the Premises with such Leasehold Mortgagee or its designee to simply substitute such Leasehold Mortgagee or his designee for Lessee for the remainder of the term of this Lease, effective as of the date of termination, on the same terms and conditions as this Lease; including, without limitation the rent and additional rent, if any, and all options to renew, but excluding requirements which are not applicable or which have already been fulfilled, provided:

(i) Such Leasehold Mortgagee shall make written request upon Lessor for such New Lease within 60 days after the date such Leasehold Mortgagee receives Lessor's notice of termination of this Lease pursuant to this subsection (h).

(ii) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Lessor at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorneys' fees, which Lessor shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Lessor from Lessee or other party in interest under Lessee. Upon the execution of the New Lease, Lessor shall allow to the Lessee named therein as an offset against the sums otherwise due under this subsection (h)(ii) or under the New Lease, an amount equal to the net income derived by Lessor from the Premises during the period from the date of termination of this Lease to the date of the beginning of the Lease term of such New Lease. In the event of a controversy as to the amount to be paid to the Lessor pursuant to this subsection (h)(ii), the payment obligation shall be satisfied if Lessor shall be paid the amount not in controversy, and the Leasehold Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be due plus interest, at the rate of nine percent per annum and such obligation shall be adequately secured.

(iii) Such Leasehold Mortgagee or its designee shall agree to remedy any of Lessee's defaults of which said Leasehold Mortgagee was notified by Lessor's Notice of Termination and which are reasonably susceptible of being so cured by Leasehold Mortgagee or its designee.

(iv) Any New Lease made pursuant to this subsection (h) and any renewal Lease entered into with a Leasehold Mortgagee, shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Premises and the Lessee under the New Lease shall have the same right, title and interest in and to the Premises and the building and improvements thereon as Lessee had under this Lease.

(v) The Lessee under any such New Lease shall be liable to perform the obligations imposed on the Lessee by such New Lease only during the period such person has ownership of such Leasehold Estate.

(i) New Lease Priorities. If more than one Leasehold Mortgagee shall request a New Lease pursuant to subsection (h)(i) of this section 6, Lessor shall enter into such New Lease with the Leasehold Mortgagee whose mortgage is prior in lien or with the designee of such Leasehold Mortgagee. Lessor, without liability to Lessee or any

Leasehold Mortgagee with an adverse claim, may rely upon a mortgage title insurance policy issued by a responsible title insurance company doing business within the State of Wisconsin as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Lease.

(j) Leasehold Mortgagee Need Not Cure Specified Defaults. Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of right hereunder to cure any default of Lessee not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee, including, but not limited to, the default referred to in this Lease relating to bankruptcy and insolvency or any other sections of this Lease which may impose conditions of defaults not susceptible of being cured by a Leasehold Mortgagee, or a subsequent owner of the Leasehold Estate through foreclosure, in order to comply with provisions of subsections (f) or (g) of this section 6 or as a condition of entering into the New Lease provided for by subsection (h) of this section 6.

(k) Eminent Domain. Lessee's share, as provided for in this Lease, of the proceeds arising from an exercise of the power of eminent domain, or deed in lieu, shall, subject to

the provisions of Article 13, be disposed of as provided for by any Leasehold Mortgagee.

(1) Casualty Loss. A Standard Mortgagee Clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and Leasehold Mortgagee shall so provide; except that the Leasehold Mortgagee may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Lessee (but not such proceeds, if any, payable jointly to the Lessor and Lessee) pursuant to the provisions of this Lease.

(m) Arbitration. Lessor shall give each Leasehold Mortgagee prompt notice of any arbitration or legal proceedings between the Lessor and Lessee involving obligations under this Lease. Each Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Lessor shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such

proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice of arbitration.

(n) No Merger. So long as any Leasehold Mortgagee is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Premises and the Leasehold Estate of Lessee therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Lessor or by Lessee or by a third party, by purchase or otherwise.

(o) Future Amendments. In the event on any occasion hereafter Lessee seeks to mortgage his Leasehold Estate, Lessor agrees to act in good faith and to consider amendments to this Lease from time to time to the extent reasonably requested by an Institutional Investor proposing to make Lessee a loan secured by a first lien upon Lessee's Leasehold Estate provided that such proposed amendments do not materially and adversely affect the rights of Lessor or its interest in the Premises. All reasonable expenses incurred by Lessor in connection with any such amendments shall be paid by Lessee.

(p) Estoppel Certificate. Lessor shall, without charge, at any time and from time to time hereafter, but not more frequently than twice in any one-year period (or more frequently if such request is made in connection with any sale and mortgaging of Lessee's Leasehold Estate interest or permitted subletting by Lessee), within ten business days after written request of Lessee to do so, certify by written instrument duly executed and acknowledged to any Mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Lease, in accordance with its tenor; (iii) as to the existence of any default hereunder; (iv) as to the existence of any offsets, counterclaims or defenses hereto on the part of Lessee; (v) as to the commencement and expiration dates of the term of this Lease; and (vi) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Lessee and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Lessor.

(q) Notices. Notices from Lessor to the Leasehold Mortgagee shall be mailed to the address furnished

Lessor pursuant to subsection (b) of this section 6, and those from the Leasehold Mortgagee to Lessor shall be mailed to the address designated in this Lease. Such notices, demands and requests shall be given in the manner described in this Lease and shall in all respects be governed by the provisions of this Lease.

(r) Erroneous Payments. No payment paid to Lessor by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms under this Lease; and a Leasehold Mortgagee having made any payment to Lessor pursuant to Lessor's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or a portion thereof, provided he shall have made demand therefor not later than one year after the date of its payment.

(s) Assignment of Subleases. If the Leasehold Mortgagee shall expressly agree in the Leasehold Mortgage that such Leasehold Mortgagee:

(i) shall not be named in any foreclosure action, or disturb the possession or right to possession of, any sublessee, except for default of the sublessee under any such permitted sublease;

(ii) shall receive any subrents actually received by it in trust so that they shall be applied first to the observance and performance of all covenants, terms and conditions in this Lease on the part of Lessee to be observed and performed before being applied to other obligations; and

(iii) shall, upon satisfaction and discharge of such Leasehold Mortgage, reassign and retransfer to Lessee each and every sublease upon the Premises; then Lessor does hereby consent to the assignment by Lessee to the Leasehold Mortgagee of all of Lessee's right, title and interest in and to each such sublease and all of the rents and other sums of money now or hereafter due and payable thereunder.

(t) Lessor's Assurances to Sublessees. Lessor agrees to give each of the sublessees and their respective subleasehold mortgagees assurances with respect to their subleased Premises comparable to those mentioned in subsections (e) through (j) above for the Lease. Such assurances by Lessor shall be conditioned upon the agreement that the sublessee shall attorn to Lessor in the event the Lease is terminated and a New Lease is not granted to the Leasehold Mortgagee as provided for herein, or, if a New Lease is given to the Leasehold Mortgagee, to attorn to the Leasehold

Mortgagee as tenant under such New Lease. In such event, Lessor agrees to recognize the sublessee under the sublease. Lessor further agrees to enact a blanket nondisturbance agreement in favor of the space tenants of the improvements located on the Premises, providing that so long as each such space tenant performs the terms of its sublease and attorns to Lessor, it shall not be disturbed in the event Lessee is foreclosed or dispossessed by Lessor.

(u) Subleasehold Mortgages. Lessor agrees that the sublessees may assign, pledge or encumber such sublessee's interest in the subleasehold estate created under their respective subleases by way of a subleasehold mortgage, provided that no such subleasehold mortgage shall secure any obligations of the respective sublessee unrelated to such sublessee's interest in the Premises; and further provided that such assignment pledge or encumbrance is permitted by a Development Agreement or Lessee has approved such assignment, pledge or encumbrance which approval shall not be unreasonably withheld or delayed. If any sublessee encumbers its subleasehold estate by way of a subleasehold mortgage as permitted herein, and Lessor is advised in writing of the name and address of such subleasehold mortgagee, then such sublease shall not be terminated or canceled on account of any default by Lessee in the performance of the terms, covenants or

conditions hereof until Lessor shall have complied with the provisions of subparagraph (v) hereof.

(v) Rights and Obligations of Subleasehold

Mortgagees. Lessor covenants and agrees that upon termination of this Lease, Lessor shall recognize and be bound by (and any New Lease granted under this subparagraph of this Lease shall oblige the tenant under such New Lease to recognize and be bound by) all subleases to sublessees and the subleasehold estates created thereby, and in the event any such sublease is terminated because of default by the sublessee thereunder, Lessor (or the tenant under a New Lease) shall grant to any subleasehold mortgagee of the terminated subleasehold estate a new sublease substantially in accordance with the rights and obligations provided with respect to the Leasehold Mortgagee hereunder.

(w) Lessee's Other Liens. Lessee will not

create, or permit to be created, any mortgage, lien or other encumbrance on the Premises, other than the Declaration and such Leasehold Mortgages or subleasehold mortgages (or refinancings thereof) as are permitted herein. Lessee shall notify Lessor promptly of any lien or encumbrance which has been created on or attached to the Premises or to Lessee's leasehold estate whether by act of Lessee or otherwise, except

for the Declaration. The existence of any mechanic's, laborer's, materialmen's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen. Lessee shall have the right to contest in good faith the validity of any such mortgage, lien, charge or encumbrance, provided Lessee shall provide reasonable security to hold Lessor harmless from payment of any claim.

(x) Lessor's Mortgages. Lessor shall not create, or permit to be created, any mortgage or other lien upon its fee simple interest in and to the Premises and will not impose thereon any restrictive use conditions, covenants or restrictions other than the Declaration.

7. Use of the Premises. Lessee and its sublessees shall, at all times, comply in all material respects with all the terms, conditions and restrictions contained in the Declaration of Covenants, Conditions and Declaration of the Milwaukee County Research and Technology Park recorded in the public records of Milwaukee County, Wisconsin on March 23, 1992, as Document No. 6586108, at Reel 2741, Image 2393-2453 (the "Declaration"). In the use of the Premises and any improvements located thereon,

Lessee shall comply in all material respects with all applicable statutes, orders, regulations, ordinances and requirements of law, including those of the federal government, the State of Wisconsin and any county, municipal or other public authority with jurisdiction over the Premises, and shall comply in all material respects with any direction of any public officer or officers made pursuant to law, including all applicable rules, orders, regulations and requirements of the local Board of Fire Underwriters and the fire and health departments of the City of Wauwatosa and any other similar body which shall lawfully impose any duty upon Lessor or Lessee with respect to the Premises. Nothing contained herein shall prevent Lessee from protesting the validity or legality of any of the above laws, orders, regulations or requirements or from taking such action as may be required or permitted by law for effectuating such protest.

8. Indemnity.

(a) Lessee's Indemnification. Lessee does hereby agree that it will at all times during the Term of this Lease or any extended term thereof indemnify and hold harmless Lessor against any and all liabilities, losses, charges, damages, costs or expenses which Lessor may hereafter sustain, incur or be required to pay as a result of the willful or

negligent act or omission by Lessee, its sublessees, officers, employees, agents or representatives or resulting from the failure of Lessee to perform or observe any of the terms, covenants and conditions of this Lease to be performed or observed by Lessee, by reason of any person suffering personal injury, death, property loss or damage while on the Premises; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused or resulting from the acts or omissions of Lessor or any of its officers, employees, agents or representatives which may result in any person suffering personal injury, death, property loss or damage while on the Premises.

(b) Lessor's Indemnification. Lessor does hereby agree, subject to any statutory limitations on its liability, that it will at all times during the term of this Lease or any extended term thereof indemnify and hold harmless Lessee against any and all liabilities, losses, charges, damages, costs or expenses which Lessee may hereafter sustain, incur or be required to pay as a result of the willful or negligent act or omission by Lessor, its employees, agents or representatives, or resulting from the failure of Lessor to perform or observe any of the terms, covenants and conditions of this Lease to be performed or observed by Lessor, by reason of any person suffering personal injury, death, property loss

or damage on the Premises; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts or omissions of Lessee or any of its sublessees, officers, employees, agents or representatives of Lessee which may result in any person suffering personal injury, death, property loss or damage while on the Premises.

(c) Notice of Claim. In the event that any action, suit or proceeding is brought against the party being indemnified for any matter covered by the foregoing indemnification, such party will, as soon as practicable, but not more than ten days after service of a summons or other process on such party, cause notice in writing thereof to be given to the party providing the indemnification pursuant to the foregoing paragraphs.

9. Insurance.

(a) Hazard Insurance. From and after the completion of any improvements on the Premises (not including the Existing Improvements, as hereinafter defined), Lessee shall, at its expense, procure and maintain (or cause to be procured and maintained) in force throughout the term of this Lease fire insurance with extended coverage endorsement against

loss or damage to the improvements (not including the Existing Improvements) located on the Premises. Such insurance policies shall be written by reputable insurance companies licensed, authorized or certified to do business in the State of Wisconsin by the Commissioner of Insurance of the State of Wisconsin and shall require the insurer to give Lessor at least 30 days advance notice of any cancellation thereof or any material change thereto. Lessee hereby waives any and all rights of recovery which it may have against Lessor for any loss or damage which is covered by any fire insurance or extended coverage carried by Lessee (or which Lessee causes to be carried) pursuant to the foregoing provisions of this paragraph, including, without limitation, any loss due to the negligence of Lessor, its employees, agents or representatives; provided, however, that such waiver shall be effective only to the extent of the proceeds paid on such insurance by reason of such loss or damage; and further provided that if at any time Lessee is unable, under the then standard fire insurance policy, to obtain insurance due to the existence of such waiver, such waiver shall terminate and cease to be of any further force or effect whatsoever.

(b) Public Liability Insurance. Lessee does further agree that in order to protect itself as well as Lessor under the indemnity agreement provision set forth in this

Lease, it will at all times have and keep in force public liability insurance, naming Lessor as an additional insured, issued by a company or companies licensed, authorized or certified to do business in the State of Wisconsin and licensed by the Commissioner of Insurance thereof. Prior to completion of any improvements on the Premises (not including the Existing Improvements), Lessee will have and keep in full force such amounts of such insurance as may be requested in writing by Lessor's Director of Public Works/Development and as may be reasonably necessary from time to time to protect Lessor. Prior to or upon the Effective Date hereof, Lessee shall furnish Lessor or its designated representatives with written verification of the existence of such liability insurance policies. The insurance policies shall contain a clause that in the event that any policy issued is canceled for any reason or any material changes are made therein, Lessor will be given 30 days prior notice of the cancellation or change.

(c) Form of Insurance. The form, content, coverages, amounts of insurance and identity of insurers for all policies Lessee is required to obtain under paragraphs 9(a) and 9(b) shall be obtained by Lessee only after Lessee consults with Lessor's Director of Department of Administration.

10. Improvements, Additions, Additional Buildings, Alterations and Demolition.

(a) Improvements, Additions, Additional Buildings and Alterations. Lessee may, from time to time at its sole expense, make (or cause or permit to be made) whatever improvements or alterations and additions to the Premises Lessee deems necessary or desirable, provided that the improvements, alterations and additions comply with all of the provisions of this Lease and the Declaration; provided further that if such work is not pursuant to a sublease or a Development Agreement, for a Permitted Use or an Additional Use under the Declaration, or has not been approved by a two-thirds vote of the members of Lessee's Board of Directors or by consent of two-thirds of its Directors; then such work shall not proceed until Lessor's consent is obtained. Any such approval request shall be acted upon promptly and reasonably. Any and all such improvements, alterations and additions to the Premises shall be made in a good and workmanlike manner and in compliance with all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Premises. Lessee shall, prior to commencing any improvements, alterations and additions, obtain all necessary permits and licenses from the appropriate governmental authorities.

(b) Demolition. Lessor and Lessee have agreed upon a demolition plan for the demolition of buildings and improvements, which plan and time schedule for such plan is attached hereto and incorporated herein as **Exhibit D** (the "Demolition Plan"). Lessor shall, with TIF funding, be obligated to perform and complete the demolition pursuant to the Demolition Plan in accordance with the time schedule. Lessor shall have the right to demolish any buildings located upon the Premises at the time of execution of this Lease without the consent of Lessee. Lessee itself or through any sublessee may, from time to time, at its sole expense, demolish (or cause or permit to be demolished): (i) the buildings and improvements described in the Demolition Plan, and (ii) whatever other improvements, or portions thereof, not set forth in the Demolition Plan and which now or hereafter exist on the Premises and Lessee deems necessary or desirable to demolish; provided the demolition complies with all of the provisions of this Lease, the Declaration and all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Premises. Lessee shall, prior to commencing any demolition, obtain all necessary permits and licenses from the appropriate governmental authorities.

(c) Indemnification. Lessee shall also indemnify and hold Lessor harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, materialmen, laborer or any other third person which may arise in connection with the construction of any improvements, alterations and additions to the Premises (not including the Existing Improvements) or the demolition by Lessee of any improvements located thereon during the term of this Lease (not including the Existing Improvements).

11. Utilities and Other Services. Lessor acknowledges that Lessee, either by itself or through its sublessees, are responsible for installing pedestrian and vehicle roadways and all necessary utilities to serve the improvements to be located on the Premises. Lessor hereby agrees that it shall grant all necessary easements, rights-of-way and accesses to provide adequate pedestrian and vehicle ingress and egress between the Premises and public roads and rights-of-way. In addition, Lessor hereby agrees, subject to the approval of Lessor's Director of the Department of Public Works/Development, which approval shall not be unreasonably withheld, to permit Lessee, by itself or through its sublessees, to connect with any existing utilities that are located on other property owned by Lessor in order for the Premises to be served by such utilities, and to grant

rights-of-way and other easements across such other property that are necessary to permit the extension of any such utilities to the Premises. Lessee shall promptly pay to the appropriate utility company all charges and fees that may be imposed by said utility company for connection to such utility and for the use of metered services rendered to or consumed by Lessee or its sublessees. In the event any charge, fee, assessment, levy or tax of any nature or description is assessed against Lessor by the state or by any county, city or village for the handling, carrying, transmitting, conveying or disposing of sewerage or waste originating at, within or on the Premises, Lessor reserves the right to charge and assess Lessee its proper proportionate share thereof to be computed initially by Lessor or by a metering^o device installed for the purpose of measuring such sewerage or waste. Lessee shall, at its expense, provide, construct and maintain connections at points agreed to by Lessor to water, sanitary and storm sewer mains, steam and gas mains, and electric and telephone ducts, including installation of all necessary metering devices. The methodologies, technologies and the timing of connections to Lessor's utilities shall be approved by Lessor's Director of the Department of Public Works/Development, which approval shall not be unreasonably withheld or delayed. Nothing contained in this paragraph shall prohibit Lessee from passing these charges onto its sublessee or for causing the applicable

utility company or service provider from imposing these charges directly on such sublessees. Lessee shall not relocate or permit relocation of any utilities located on the Property (as | depicted on Exhibit E which constitutes an exception to the Premises) which serve any of Lessor's improvements without the prior consent of Lessor's Director of Department of Public Works/Development, which consent shall not be unreasonably withheld or delayed.

12. Taxes and Assessments. If, at any time during the term of this Lease, the Premises shall become subject to taxation, or fees or charges in lieu thereof, Lessee agrees to pay directly to the appropriate taxing authority when due all real and personal property taxes, assessments and other governmental impositions, fees and charges of every kind and nature whatever, levied or assessed against the Premises or improvements located on the Premises during the term of this Lease. Nothing herein contained shall prevent Lessee or Lessor from protesting the validity or amount of any levy or assessment against the Premises or improvements located on the Premises or from taking such action as may be required or permitted by law for effecting such protest. In this connection, Lessee may withhold the payment of any such protested taxes or assessments, provided Lessee proceeds in such protest according to statute and provides satisfactory

security under such statute or otherwise to the end that the Premises shall not be lost for the nonpayment of such taxes or assessments. Lessor shall not, during the term of this Lease, discriminate against Lessee in the levy or assessment of any tax against Lessee or the Premises or improvements located thereon. Lessor and Lessee shall cooperate to establish a tax incremental financing ("TIF") district pursuant to Wisconsin Statutes section 66.46 to fund infrastructure and other costs, with real estate taxes from the improvements on the Premises utilized to pay the debt service from the tax incremental financing. Lessor hereby agrees to consider guaranties of payment of TIF bonds which may be sold to establish a TIF district.

13. Condemnation.

(a) Total Taking. If, during the term of this Lease, the entire Premises, or such portion thereof as shall, in the sole opinion of Lessee, render the remaining portion of the Premises unsuitable for the continued conduct of Lessee's activities thereon, shall be taken by any public or quasi-public authority under its power of condemnation or eminent domain (or is sold to said authority under threat thereof), this Lease shall terminate as of the date possession shall be taken by the acquiring authority. In the event this

Lease is so terminated, Lessor, if title to the Premises or to any county utility lines or tunnels are taken, shall be entitled to receive that part of the total award or compensation payable by reason of such taking which (whether or not so expressed in the award or compensation) is equal to the value of the Premises (disregarding any increment in value due to improvements made by Lessee or any sublessee, or the public infrastructure dedicated to the City of Wauwatosa) and the county utility lines or tunnels of Lessor that are taken. Lessee shall be entitled to receive the balance of the award or compensation payable by reason of such taking.

(b) Partial Taking. If the portion of the Premises taken by any public or quasi-public authority under its power of condemnation or eminent domain (or sold under threat thereof) shall not, in the sole opinion of Lessee, render the remaining portion unsuitable for the continued conduct of Lessee's activities thereon, Lessee shall restore the remaining portion of the Premises to the condition the same were in immediately prior to such taking to the extent practicable with the funds received from the award, and this Lease shall continue in full force and effect. Nothing contained herein, however, shall prevent Lessee from restoring any improvements located on the Premises in accordance with plans and specifications which are different from the original

plans and specifications for such improvements, provided that the standard of quality of such improvements will not be materially impaired thereby, and provided that such differences, if any, conform to the terms and conditions of this Lease and the Declaration. Lessee shall be entitled to use all of the proceeds payable by reason of such partial taking to restore the remaining improvements as herein provided, exclusive of that portion of the proceeds, if any, attributable to the partial taking of Lessor's underground utility facilities, which portion shall be payable to Lessor. If any portion of the remainder of the proceeds payable by reason of such partial taking is not expended by Lessee in connection with the restoration of the remainder of such improvements, Lessor, if title to part of the Premises was taken, shall be entitled to receive out of such portion of the proceeds that amount which is equal to the value of the Premises (disregarding any increment in value due to improvements made by Lessee or any sublessee, or the public infrastructure dedicated to the City of Wauwatosa) so taken. The balance of the award or compensation payable by reason of such taking shall be the sole property of Lessee.

(c) Dispute as to Award. If there shall be any dispute between the parties as to the allocation or division of the award or negotiated sale price paid by the condemnor, the

dispute shall be referred to circuit court by petition of the parties for determination pursuant to the provisions of Wisconsin Statutes Chapter 32, as amended or supplemented.

(d) Assignment of Awards. Lessee may assign its rights to awards and compensations for total taking or partial taking to any sublessee or leasehold mortgagee, and any such assignee may further assign such rights consistent with the foregoing.

14. Damage or Destruction to the Premises or the Improvements. If, during the term of this Lease, the Premises or any of the improvements located on the Premises shall be damaged or destroyed by fire or other casualty, all insurance proceeds resulting therefrom shall be paid to Lessee. Lessee shall thereupon elect to either restore the Premises with such modifications as Lessee deems necessary or appropriate or demolish and remove such improvements from the Premises. In such latter case Lessee shall fill any foundation and restore the land to grade. Any subsequent use of the restored land shall be governed by paragraph 10(a) of this Lease. Lessor shall have no interest in or claim upon the proceeds of any insurance paid or payable by reason of such damage or destruction, except to the extent of damage or destruction of Lessor's utility lines or tunnels. Lessor shall be responsible

for determining how Lessor's utility facilities shall be repaired or restored and shall confer with Lessee if any of these utilities are used by Lessee or any occupants of the Premises. Nothing contained herein, however, shall prevent Lessee from restoring the Premises in accordance with plans and specifications which are different from the original plans and specifications, provided that the standard of quality will not be materially impaired thereby, and provided that such differences, if any, conform to the terms and conditions contained in this Lease and the Declaration. All such repairs and restoration shall be commenced as soon as reasonably possible after the occurrence of the damage or destruction and receipt of insurance payments and shall be performed in a good and workmanlike manner in accordance with all applicable statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Premises. In the event the insurance proceeds paid or payable by reason of such damage or destruction exceed the costs of performing the repairs or restoration as herein provided, such proceeds shall be the sole property of Lessee. Lessee may assign its rights to insurance proceeds to any sublessee or leasehold mortgagee, and any such assignee may further assign such rights.

15. Warranty of Title; Quiet Enjoyment. Lessor hereby warrants that it has title to the Premises in fee

simple, free of all liens, charges and encumbrances (except the Declaration and such other matters disclosed on Exhibit E), and that it has full right and authority to enter into this Lease. Lessor covenants and agrees that so long as Lessee or any sublessee or sub-sublessee shall duly and punctually perform and observe all the terms and conditions hereof, Lessee and any such sublessee or sub-sublessee shall peaceably and quietly have, hold and enjoy the Premises without any hindrance or molestation.

16. Title to the Improvements. Title to any improvements located on the Premises and to any fixtures, equipment and other property installed in or upon the Premises by Lessee shall remain in Lessee until the expiration or termination of this Lease. Upon expiration or termination of this Lease, title to all such improvements, fixtures, equipment and other property shall vest in Lessor, except that Lessee and any subtenant shall be entitled to remove all or any part of their trade fixtures, equipment and any other personal property used in connection with the operation of any improvements located on the Premises or activities incidental to such operation.

17. Termination; Default; Remedies.

(a) Default by Lessee. If default be made by Lessee in the performance or observance of any substantial covenant or condition herein and such default shall continue (i) for 60 days after written notice thereof shall have been received by Lessee, every sublessee or sub-sublessee and every entity holding any leasehold or subleasehold mortgage on the Premises or any part thereof whose identities have been supplied to Lessor; or (ii) if such default is not of a type that can reasonably be corrected within 60 days, for a period of time reasonably required for curing the same, and if Lessee has not proceeded to and diligently pursued the curing thereof within a period of time reasonably required for curing the same, then Lessor shall have the right, but not an obligation, to cure the default of Lessee and charge the cost and expense of curing such default to Lessee and to proceed to claim and collect in court the amount of said cost and expense as a debt due from Lessee to Lessor if not paid within 60 days after written demand that Lessee pay the same.

Notwithstanding anything to the contrary provided for herein, if Lessee has the right to terminate a Developer because the Developer has not constructed any building pursuant to its Development Agreement and Lessee does not terminate such Developer by the fifth anniversary of the

later date of approval of: (i) the TIF for the development of the infrastructure related to the Development Agreement, or (ii) the necessary zoning change for the Premises, then Lessor may terminate this Lease on the following terms and conditions:

(i) Lessor provides Lessee, within one year following the fifth anniversary of the approval of such TIF, with notice of its intent to terminate; and

(ii) Lessor's notice described above provides Lessee with at least 60 days in which to cure such default by having the Developer commence construction of a building or improvements pursuant to its Development Agreement and such Developer does not commence construction of a building or improvements pursuant to its Development Agreement within said 60-day period.

Notwithstanding anything to the contrary provided for herein, if by the second anniversary of execution of this Lease TIF agreements have not been finalized and executed by the appropriate parties or other arrangements satisfactory to Lessor have not been made to fund public improvements, then Lessor may terminate this Lease upon the following conditions:

[a] Lessor shall provide Lessee with written notice of its intent to terminate within 90 days of such second anniversary date; and

[b] such notice shall specify an effective date which shall be not less than 60 days after given.

(b) Default by Lessor. If default be made by Lessor in the performance or observance of a substantial covenant or condition herein and such default shall continue (i) for 60 days after written notice thereof shall have been received by Lessor; or (ii) if such default is not of a type that can reasonably be corrected within 60 days for a period of time reasonably required for curing the same and if Lessor has not proceeded to and diligently pursued the curing thereof within a period reasonably required for curing the same, then Lessee shall have the right to cure the default of Lessor and offset the cost thereof against Additional Rent, if any, due and to proceed to claim and collect in court the amount of any cost and expense in addition to available Additional Rent as a debt due from Lessor to Lessee if not paid within 60 days after written demand that Lessor pay the same. Lessee may assign its rights hereunder to any sublessee or sub-sublessee and who may further assign such rights to any leasehold mortgagee or subleasehold mortgagee.

(c) Remedies Not Exclusive. Any right or remedy conferred on Lessor or Lessee under this Lease shall not be deemed to be exclusive of any other right or remedy which might otherwise be available hereunder, at law or in equity pertaining to this Lease, if a default has occurred under sections 17(a) or 17(b) and continues beyond notice and any applicable grace or cure period. Lessor shall have the right to terminate this Lease and recover possession of the Premises upon default or breach by Lessee of any conditions, obligations or covenants hereunder after notice and expiration of the applicable cure period. Lessor hereby agrees that such action shall not terminate or cancel any sublease or leasehold or subleasehold mortgage, or any Development Agreement (only as such agreements are permitted by this Lease) with any Developer or undertaking to which Lessee is a party and which had prior approval of Lessor or its designee and Lessor hereby agrees that any such termination of this Lease shall hereby be predicated upon Lessor specifically assuming and agreeing to be bound by each and every term, covenant and condition contained in all subleases and sub-subleases, and any other agreements, contracts or undertakings then in force against Lessee which had the prior approval of Lessor or its designee. In such event, Leasehold Mortgagees, sublessees, subleasehold mortgagees and sub-sublessees shall be afforded all the rights

set forth in paragraphs 5 and 6 of this Lease, except such parties shall have no right to cure any default of Lessee which then exists. The rights and remedies hereunder shall be cumulative and may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

(d) No Waiver of Rights. The failure of Lessor or Lessee to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants or conditions.

18. Right of Entry. Lessor shall have the right, upon prior written notice to Lessee, to enter into and upon the Premises and the improvements thereon at reasonable times for the purpose of examining and inspecting to ascertain if Lessee (and its sublessees) has or is performing its covenants set forth in this Lease; provided, however, such entry upon any improvements shall be in the company of a representative of Lessee and done in such a manner that does not unreasonably interfere with the conduct of Lessee's (and any sublessees' and sub-sublessees') activities on the Premises; provided further that Lessor shall not have access to areas containing trade secrets or technology, unless the owner agrees to such entry and then, only upon any conditions stated in the agreement.

With respect to Lessor's utility lines and tunnels located on the Premises, Lessor shall have the right, with reasonable advance notice (except no notice shall be required in case of an emergency as determined by Lessor) at any time, to enter upon the Premises and any improvements on the Premises for the purpose of examining, maintaining, repairing and replacing all or portions thereof subject to confidentiality of trade or business secrets or technology. It is understood that Lessor must have the unlimited right to do and perform all acts which, in its judgment, are necessary to ensure the continued and uninterrupted flow of utility services to the Premises, any improvements on the Premises and to the other buildings on the County Institutions Grounds; provided, however, that in the case of work which is not of an emergency nature, Lessor's entry on the Premises and acts performed thereon shall be carried on in such a manner as will minimize any interference with the conduct of Lessee's (and any sublessees' and sub-sublessees') activities on the Premises.

19. Maintenance and Repair. Lessee covenants and agrees that it will keep, or cause to be kept, the Premises (outside of those areas dedicated to the city of Wauwatosa), but not the improvements or any appurtenances thereto located on the Premises prior to the Effective Date (the "Existing Improvements"), in a clean, safe and wholesome condition, and,

to that end, Lessee shall perform (or cause to be performed) whatever maintenance and repairs as may be necessary to comply with all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Premises and the Declaration. Lessee shall also at all times keep (or cause to be kept) the Premises and all appurtenances thereto and all sidewalks, steps and excavations under sidewalks on the Premises (outside of those areas dedicated to the City of Wauwatosa), but not the Existing Improvements, in a proper state of maintenance and repair and in a clean, safe and wholesome condition. Lessee shall keep (or cause to be kept) all service roads within the Premises (outside of those areas dedicated to the City of Wauwatosa), but not the Existing Improvements, in a clean and safe condition and shall conform to all municipal ordinances and laws affecting the Premises and will save Lessor free and harmless from any penalties, damages or other charges imposed for any violation of any of said ordinances and laws, whether occasioned by the neglect of Lessee or any agent in the employ of Lessee or any of its sublessees, officers, employees, agents or representatives. Lessee shall provide (or cause to be provided) adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage. Lessee shall not permit any unattractive and unsanitary accumulation of trash, debris or litter on the Premises. Piling of boxes, cartons,

drums, cans or other similar items in an unsightly or unsafe manner on or about the Premises is strictly prohibited.

Lessee, at its own cost and expense, shall keep (or cause to be kept) all grass, shrubbery and trees on the Premises (outside of those areas dedicated to the City of Wauwatosa), adequately cut and trimmed. Lessee may subcontract its obligations under this section to any party or entity; provided, such subcontract shall not release Lessee of its obligations hereunder. Lessee shall require all sublessees, Developers and sublessees of Developers to maintain the premises in accordance with all state and federal environmental requirements and shall further require indemnification and hold harmless provisions and language, together with appropriate insurance requirements protecting Lessor and Lessee hereunder. The specifications for maintenance have been attached hereto as **Exhibit F** to aid in illustrating the obligations of Lessee under this paragraph and compensation from Lessor for such services.

Lessor covenants and agrees that it will keep (or cause to be kept) until demolished by or on behalf of Lessor the Existing Improvements on the Premises (including, without limitation, the buildings known as M-9, M-13, Org.-6918-MCH-Muirsdale, "S" Buildings-Gammex, "M" Buildings-Miscellaneous [including M-10, M-2, M-12, M-8, M-6]) in a good, clean, safe, secure and sanitary condition and

keep the exterior of all such buildings in a state of repair and condition that is, at a minimum, as good as on the Effective Date, and, to that end, Lessor shall perform (or cause to be performed) whatever maintenance and repairs as may be necessary to comply with such standards and all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Premises.

In consideration for performance of such work by Lessee described above, for the calendar year 1992, Lessor hereby agrees to make a payment to Lessee in the amount of \$76,384, on or before the Effective Date. Lessor shall continue to make annual payments to Lessee for 1992 and each subsequent year for maintenance and repair at the current level of \$76,384 (the "Grounds Maintenance Payment"), which Grounds Maintenance Payment shall be due on or before the 31st day of January of each subsequent year. For each subsequent calendar year, Lessee shall submit to Lessor an annual proposed budget for increases, if any, to the Grounds Maintenance Payment funding for such maintenance and repair of the Premises, which shall be accepted if not more than the greater of (i) the annual increase in the Consumer Price Index (as hereinafter defined), or (ii) an increase reasonably necessitated by an increase or change in the obligations of Lessee hereunder.

As used herein, "Consumer Price Index" shall mean the index published by the Bureau of Labor Statistics, United States Department of Labor, entitled "Consumer Price Index, All Urban Consumers, All Items, Milwaukee, Wisconsin (1982-1984=100)." If the index for Milwaukee, Wisconsin, shall be discontinued, the index for the United States shall be substituted in lieu thereof. If the computation and publication of the Consumer Price Index is transferred to another governmental bureau, such bureau's publication shall be substituted for the presently published index. If the Consumer Price Index is substantially altered, adjustments shall be made to such revised or altered index to make it comparable to the original index, provided that if the governmental bureau producing the Consumer Price Index publishes such adjustment, then such adjustment, as published, shall be controlling. In the event the Consumer Price Index is discontinued, the parties shall accept comparable statistics on the purchasing power of the consumer dollar as published at the time of such discontinuation by a responsible financial periodical of recognized authority to be then chosen by Lessor and Lessee.

The Grounds Maintenance Payment shall also be adjusted downward as parts of the Premises are leased to others and the maintenance and repair obligations for such lands are transferred to others, and adjusted upward as additional lands

are added to the definition of the Premises. The adjustment to the Grounds Maintenance Payment shall reasonably correspond to the increase or reduction in such maintenance and repair responsibilities for the larger or smaller areas, as the case may be.

Notwithstanding anything to the contrary provided for herein, Lessor and Lessee anticipate that they shall enter into a mutually satisfactory agreement regarding the maintenance of the Premises following execution of this Lease. If such an agreement is achieved, such agreement shall supersede this section 19 of the Lease, and section 19 shall thereafter be null and void. Lessor and Lessee agree to record at the Milwaukee County Register of Deeds Office an amendment to this Lease evidencing the fact that such agreement has been achieved and supersedes section 19 of the Lease.

20. Nondiscrimination.

(a) Nondiscrimination in Use of Premises.

Lessee, in the use of the Premises, will not discriminate or permit discrimination in any manner against any person or group of persons on account of sex, race, creed, color or national origin. Lessee further agrees that in its operation it will fully comply with all applicable statutes, orders, regulations,

ordinances and other requirements of law, including those of the federal government, the State of Wisconsin and any county, municipal or other public authority prohibiting discrimination.

(b) Nondiscrimination in Employment. In the performance of its duties and obligations under this Lease, Lessee shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships. Lessee will post in conspicuous places, available for employment, notices to be provided by Lessor setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for Lessor to terminate this Lease in accordance with paragraph 17 hereof if it is not cured as permitted thereunder.

(c) Equal Employment Opportunities. Lessee agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicapped

persons, and other protected groups, at all levels of employment, in all divisions of Lessee's work force, where these groups may have been previously under-utilized and under-represented. Lessee also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

(d) Violation of Nondiscrimination

Requirements. If Lessor determines that Lessee has engaged in a pattern of discrimination in violation of any applicable statutes, orders, regulations, ordinances and other requirements mentioned in this paragraph of this Lease, it may commence an action in Federal District Court for the Eastern District of Wisconsin (or in the circuit court for Milwaukee County if the federal court declines jurisdiction) for a declaratory judgment declaring that such pattern of discrimination has, in fact, occurred. If the court should find that Lessee has engaged in a pattern of discrimination, Lessor shall have the right to terminate this Lease in accordance with paragraph 17 hereof in the event Lessee fails to establish, within 60 days of such finding, programs satisfactory to Lessor that will prevent such discrimination from occurring in the future.

(e) Lessee will require as part of any Development Agreement or subleases (in cases where sublessee is acting as developer of its building), that Developers or sublessees commit to Minority Business Enterprise/Disadvantaged Business Enterprise participation goals for the project as being used by Milwaukee County for construction and related professional services at the time any construction project is approved and that with an appropriate time following execution of a Development Agreement or sublease prepare and submit to Lessee a specific plan for approval to meet such goals. In approving the specific plan, the Lessee shall use the standards, policies and procedures of the Division of Disadvantaged Business Development of Milwaukee County. The Division of Disadvantaged Business Enterprise of Milwaukee County shall render services to Developers or sublessees as requested for preparation of the specific plans required by this Ground Lease.

21. Restriction on Change of Lessee's Articles of Incorporation and By-Laws. Lessee agrees that it shall not materially modify its Articles of Incorporation or By-Laws without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

22. Miscellaneous.

(a) Notices. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail, return receipt requested, addressed to Lessor c/o Milwaukee County Courthouse, 901 North Ninth Street, Milwaukee, Wisconsin 53233, Attention: County Clerk, and to Lessee at 1000 North 92nd Street, Wauwatosa, Wisconsin 53226, Attention: President, or at such other address as either party may, from time to time, specify in writing. All notices and demands hereunder shall be deemed to have been given when deposited in the United States mail, postage prepaid, if date of deposit is established, provided the notice date shall be extended to the date of receipt upon the establishment by addressee of receipt of the notice more than two-business days after its claimed mailing. Lessor hereby agrees to provide a copy of all notices and demands pursuant to this Lease to any Leasehold Mortgagee which makes a written request for a copy of such notice and demands, at their designated business address.

(b) Provisions Severable. If any provision of this Lease shall be finally held or declared by a court of competent jurisdiction to be invalid, illegal or unenforceable under any law applicable thereto, such provisions shall be deemed deleted from this Lease without impairing or prejudicing

the validity, legality or enforceability of the remaining provisions hereof.

(c) Authority. Lessor has executed this Lease pursuant to the authority granted by its Board of Supervisors at its meeting of January 16, 1992, 1992. Lessee has executed this Lease pursuant to the authority granted by its Consent resolution effective February 27, 1992 Board of Directors at its meeting of _____, 1992.

(d) Laws of General Application. All references herein to municipal and governmental regulations are intended to apply to governmental regulations which would be generally applicable to all geographic members and shall not apply to regulations which would discriminate against Lessee, the Premises or any improvements constructed on the Premises. In addition, Lessor shall not, during the term of this Lease, discriminate against Lessee, the Premises or any improvements constructed on the Premises in enacting any ordinance or regulation.

(e) Estoppel Certificates. Lessor and Lessee shall, at any time and from time to time, within 10-business days after written request by the other, execute, acknowledge and deliver to the party which has requested the same, or to any prospective or existing Leasehold Mortgagee or subleasehold

mortgagee, assignee or sublessee, designated by Lessee, a certificate stating: (i) that the Lease is unmodified and in full force and effect (or if there have been modifications, the certificate shall identify the modifications, or if the Lease is not in force and effect, the certificate shall so state); (ii) the date to which rent has been paid under the Lease; (iii) whether, to the best of Lessor's knowledge, there is an existing default by Lessee in the payment of any rent or other sums of money due under the Lease, and whether there is any other existing default by either party under the Lease with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; (iv) whether, to the best of Lessee's knowledge, there are any setoffs, defenses or counterclaims against enforcement of the obligations of Lessor hereunder, and, if there are, the nature and extent thereof; and (v) such other matters as may reasonably be requested by such party. After issuance of any certificate, the issuer shall be estopped from denying the veracity or accuracy of the same.

(f) Headings. The headings of the various sections and paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

(g) Consents. Except as herein otherwise provided to the contrary, whenever in this Lease the consent or approval of Lessor or Lessee is required, such consent or approval shall not be unreasonably delayed or withheld and shall be in writing, signed by an officer, partner, agent or person thereunto duly authorized, of the party granting such consent or giving such approval.

(h) No Third-Party Rights. Nothing in this Lease, other than enforceable third-party rights specifically acknowledged in this Lease, shall be construed to constitute or create rights in any person, firm or other entity not a party hereto (as third-party beneficiary or otherwise), or create obligations or responsibilities of the parties to such third persons, or to permit anyone other than the parties hereto and their respective successors and assigns to rely upon the covenants, conditions and agreements contained herein.

(i) Memorandum of Lease. If both Lessor and Lessee agree, this Lease may be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. If both parties do not agree to record the Lease, Lessor and Lessee shall, at the request of the other party, execute and deliver a memorandum of this Lease to the other party for purposes of

recording the same in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

(j) Amendments and Benefits. This Lease may be amended only by a writing signed by all of the parties hereto and shall be binding upon and inure to the benefit of the parties, their successors and assigns; provided, however, if any amendment will materially affect any Developer's rights under a Development Agreement, any other development agreement or any sublease with any Developer, the affected Developer must first consent in writing to such amendment.

(k) Prohibited Practices. Lessee, during the period of this Lease, shall not hire, retain or utilize for compensation any current member, officer or employee of Lessor, or any person who, to the knowledge of Lessee, has a conflict of interest. No officer, employee or current member of Lessee shall become an employee of any Developer or act as a subcontractor or consultant for any Developer within a 100 mile radius of the Research Park for one year after leaving Lessee. This prohibition shall run for the term of this Lease. Lessee hereby attests that it is familiar with the Milwaukee County's Code of Ethics, which states in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employer or his immediate family may

solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

(1) Audit and Inspection of Records by Lessor.

Lessee shall permit the authorized representatives of Lessor, after reasonable notice, to inspect and audit all data and records of Lessee relating to carrying out its obligations of managing the Research Park for a period of three years after completion of such obligations. The Lessee shall provide the Lessor with an annual independent financial audit in the form and content reasonably acceptable to the Milwaukee County Department of Audit.

(m) Labor Standards.

(i) The initial construction of improvements intended to be dedicated to the public shall be subject to the provisions of Chapter 30 of Milwaukee County Ordinances for public works.

(ii) The construction of any base building on the Premises and of interior finishing for occupants who have committed for space prior to or during the period of construction the base building shall be subject to the

following labor standards: [a] overtime at prevailing overtime rates for work on Saturday, Sunday and legal holidays and for more than 40 hours per week or 8 hours in any calendar day, and [b] minimum hourly base wage rates and minimum hourly fringe benefits as then filed in the office of Milwaukee County Clerk and Director of Public Works by Milwaukee Building and Constructin Trades Council ("AFL-CIO") covering wages, hours and conditions of employment in applicable labor contracts in the construction industry.

Lessee shall include similar labor standards in all Development Agreements, subleases and other applicable contracts to which it is a party and shall require insertion of similar labor standards in each subcontract of such party. All such contractual provisions shall also require records on compliance and such verification as reasonably requested by Lessee. For purposes of Termination and default, as described in Section 17(a), the foregoing shall be deemed to be substantial covenants and conditions.

(n) Notice of Construction. So long as Muirdale Rehabilitation West (Building M-1) is an operating facility for patients/clients, before constructing improvements on land within 300 yards of the facility, Lessee shall cause notice to be given to Milwaukee County Department of Health and Human

Services and Mental Health Complex Administration ("DHHS") describing the scope of the work (and any public safety aspects) and shall receive permission for same. Such permission shall be based solely upon (i) public safety concerns, (ii) access concerns, and (iii) continuation of DHHS programs without undue interruption; and any request for permission shall be acted upon promptly and permission shall not be unreasonably withheld by DHHS.

(o) Parking for Children's Court Center. Lessor reserves certain parking rights within the Premises for the benefit of the Children's Court Center which is located adjacent to the Premises. The terms and conditions of these rights and related obligations of Lessor and the related grant and obligations of Lessee are deemed a part of this Lease and are stated in a Parking Agreement which is attached hereto and incorporated herein by this reference. This Parking Agreement shall be executed by Lessor and Lessee concurrently with the execution of this Lease.

MILWAUKEE COUNTY

BY David F. Schulz
David F. Schulz, County Executive

BY Rod Lanser
Rod Lanser, County Clerk

3/24/92
APPROVED
FOR
EXECUTION
Andrew J. Husick
CORPORATION
COUNSEL
File No. 91-809

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY *Allen Taylor*
Its *Chairman*

Attest:
Leila Hansen
Its *Secretary*

State of Wisconsin)
) SS
Milwaukee County)

This instrument was acknowledged before me on
March 24, 1992 by David F. Schulz, as County Executive,
and Rod Lanser, as County Clerk, of Milwaukee County,

[SEAL]

Andrew L. Hunseick
)
Notary Public, State of Wisconsin
My commission *is permanent*

State of Wisconsin)
) SS
Milwaukee County)

This instrument was acknowledged before me on
March 24, 1992 by *Allen Taylor*, as *Chairman*,
and *Leila Hansen*, as *Secretary*, of Milwaukee County
Research Park Corporation.

[SEAL]

Andrew L. Hunseick
)
Notary Public, State of Wisconsin
My commission *is permanent*

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

Allen N. Rieselbach, Esq. and
Michael H. Simpson, Esq.
Reinhart, Boerner, Van Deuren,
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