

MARCUS CENTER FOR THE PERFORMING ARTS
LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is made and entered into as of January 1, 2017 (the “**Effective Date**”), by and between MARCUS CENTER FOR THE PERFORMING ARTS, INC., a Wisconsin non-stock corporation (including its predecessors, “**Tenant**”), and MILWAUKEE COUNTY, a governmental subdivision of the State of Wisconsin (“**Landlord**”). Tenant and Landlord each shall be referred to under this Lease as a “**Party**,” and together they shall be referred to under this Lease as the “**Parties**.”

RECITALS

A. In 1947, several local civic groups conducted a drive to raise funds to construct a fitting memorial to the fallen service men and women of World War II consisting of three facilities: a fitting war memorial center, a visual arts center, and a performing arts center (altogether, the “**War Memorial Project**”). While the fund drive raised more than \$2 million from the contributions of more than 70,000 individuals and private businesses, the decision was made to construct a war memorial and visual arts center initially, to add a performing arts facility later.

B. In 1954, Landlord and a predecessor to Tenant entered into an agreement, dated January 7, 1954 (the “**1954 Agreement**”), to operate the contemplated facilities of the War Memorial Project.

C. In 1963, an amendment to the 1954 Agreement, submitted for adoption on February 3, 1966, specified that the contemplated performing arts center should be located upon a site adjacent to the Milwaukee River, as the second building of the War Memorial Project.

D. The performing arts center of the War Memorial Project, located at 929 North Water Street in the City of Milwaukee, Milwaukee County, Wisconsin and commonly known as the “Marcus Center for the Performing Arts” (the “**Center**”), was built with private funds in 1969 and deeded to Landlord to be held in trust for the public for the preservation and enrichment of the performing arts.

E. Upon its opening in 1969, the Center was officially designated the “Milwaukee County War Memorial Performing Arts Center, erected as a living memorial to all who gave their lives in the service of our country and dedicated to the enrichment of life through culture and beauty.”

F. Under the terms of the 1954 Agreement, as amended, a predecessor to Tenant received an annual allocation of Landlord financial support, as determined by Landlord in its annual budget.

G. In connection with a public-private partnership targeting a \$26.5 million renovation of the Center, Landlord and a predecessor to Tenant entered into two Memoranda of Understanding for the operation, administration, and maintenance of the Center (each, an “**MOA**” and together the “**MOAs**”), the first dated August 1, 1993 for years 1994 to 1998, and the second dated January 15, 1999 for years 1999 to 2003.

H. Each MOA provided for Landlord’s contribution of fixed and level funding through a series of five (5) year terms—\$1.5 million for the years 1994 to 1998, and \$1.6 million for the years 1999 to 2003. The purpose of Landlord’s annual financial support was to bolster Tenant’s private fundraising efforts.

I. Upon expiration of the second MOA in 2003, Landlord’s funding for Tenant reverted to an annual allocation as determined by Landlord in its annual budget.

J. On December 28, 2004, “Marcus Center for the Performing Arts, Inc.,” the Tenant, was formed as a Wisconsin nonstock corporation, and as successor to all predecessors of Tenant indicated above.

K. On October 18, 2005, Tenant received correspondence from the United States Department of the Treasury, Internal Revenue Service, determining Tenant to be an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

L. On September 30, 2013, Landlord and the Milwaukee County War Memorial executed a Lease Agreement terminating the 1954 Agreement.

M. On September 30, 2013, Landlord executed separate leases for the Milwaukee County War Memorial Center and the Milwaukee Art Museum.

N. Notwithstanding termination of the 1954 Agreement, the Center is still designated a Milwaukee County War Memorial.

O. Tenant has administered and operated the Center for forty-seven (47) years in a manner consistent with its original designation as a public trust for the preservation and enrichment of the performing arts, with a primary purpose of providing performance space and support for local non-profit performing arts organizations, and as a memorial to the honored dead of World War II and the Korean Conflict.

P. To provide certainty for the operations of the Center, Tenant wishes to enter into a lease for the Center.

Q. In consideration of the valuable cultural activities, performing arts programming, veteran’s programming and educational programs for the public (including serving as the home of the Milwaukee Symphony Orchestra, Florentine Opera Company, Milwaukee Ballet Company, First Stage Theater, Milwaukee Youth Symphony Orchestra, and Black Arts Think Tank), the Parties, on April 8, 2016, entered into the Contribution Agreement set forth on Addendum I attached hereto (the “**Contribution Agreement**”).

R. As provided in the Contribution Agreement, Landlord has committed to provide Capital Support (as defined in the Contribution Agreement) for a period of ten (10) calendar years beginning January 1, 2017 and ending December 31, 2026. Thereafter, Tenant shall be independent of Landlord for purposes of Capital Support.

S. Likewise as provided in the Contribution Agreement, Landlord has committed to provide Operating Support (as defined in the Contribution Agreement) for a period of ten (10) calendar years beginning January 1, 2016 and ending December 31, 2025. Upon completion of the term of the

Contribution Agreement, Landlord and Tenant will mutually evaluate the potential need for a level of continued financial support solely for the Center’s function as a Milwaukee County War Memorial.

T. The Parties intend that Landlord’s obligations to provide Capital Support (as defined in the Contribution Agreement) and Operating Support (as defined in the Contribution Agreement) during the ten (10) year periods indicated in the Contribution Agreement are wholly embodied by the terms, covenants, and conditions of the Contribution Agreement.

U. Together, this Lease and the Contribution Agreement ensure that the Center shall continue as a venue for the valuable cultural activities, performing arts programming, veteran’s programming and educational programs for the public, and shall, subject to its terms and conditions, ensure timely performance of necessary management, maintenance and repairs of the Premises described herein.

V. Landlord intends by this Lease to grant Tenant a multi-year leasehold that provides control over the Premises, which is necessary for Tenant’s fundraising and capital programming. The Lease thus aims to ensure that Tenant has an adequate transition period to become, eventually, independent of Landlord.

Now, therefore, in consideration of the foregoing Recitals, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby assent to the following:

AGREEMENT

1. Incorporation of Recitals and Contribution Agreement. The foregoing Recitals are mutually acknowledged to be true, correct and incorporated into this Lease. Likewise, the Contribution Agreement attached as Addendum I is hereby made a part of this Lease.

2. Demise of Premises. Landlord hereby demises and lets to Tenant, and Tenant hereby takes and leases from Landlord (subject in each instance to reservations and rights of Landlord specifically provided elsewhere in this Lease), the following:

A. LAND—the land identified and legally described on Exhibit 2.A attached hereto, as well as all rights of every kind (including, without limitation, easements, licenses, and riparian rights) appurtenant to fee simple absolute ownership of the same (altogether, the “**Land**”); and

B. BUILDING—all improvements of every kind located upon the Land including, without limitation, the Center, as well as all fixtures and other improvements located therein and thereupon, except for fixtures and improvements located within the Riverwalk Area (as defined below) (altogether, the “**Building**”).

The Land and the Building shall constitute, collectively, the “**Premises.**” Subject to the terms and conditions of this Lease, Tenant, on observing, keeping, and performing all of the other terms and conditions of this Lease on Tenant’s part to be observed, kept, and performed, shall lawfully, peaceably, and quietly enjoy the Premises during the Term, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

3. Pedestrian Bridge Air Rights and Riverwalk License Agreement.

A. The City of Milwaukee currently grants to a named predecessor of Tenant certain air rights over East State Street in the location of the Air Rights Parcel identified and legally described on Exhibit 3.A attached hereto (the “**Air Rights**”), which grant permits the installation, maintenance, repair and operation of a pedestrian bridge and bridge support system serving the Premises. Tenant shall, not later than December 31, 2018, secure an assignment of, or otherwise assume, the pertinent Air Rights, and shall maintain the Air Rights throughout the Term.

B. Under a License Agreement dated May 12, 2005 and entered into between “Milwaukee County acting through its agent, Marcus Center for the Performing Arts, Inc.” and Business Improvement District No. 15 (the “**Riverwalk License Agreement**”), Landlord, “acting through [Tenant as] its agent,” grants to Business Improvement District No. 15 (the “**BID**”) “an irrevocable license” for “[i]nstallation of [certain defined] Improvements” and for “[m]aintenance, repair, replacement, modification, alteration and/or operation of [such] Improvements,” which license burdens a portion of the Center specifically identified in the Riverwalk License Agreement. After the Effective Date, Tenant, as party to the Riverwalk License Agreement, may, at Tenant’s discretion, and as agent for Landlord, negotiate with the BID for an amendment to the Riverwalk License Agreement pursuant to which (i) Tenant (as lessee under this Lease) is specifically named as an indemnitee under Section 5 of the Riverwalk License Agreement and (ii) the BID shall covenant specifically to name Tenant (as lessee under this Lease) as an additional insured under Section 6 of the Riverwalk License Agreement. Landlord shall support and cooperate with Tenant’s efforts to secure such an amendment.

4. Term and Termination.

A. INITIAL TERM. The initial term of this Lease (the “**Initial Term**”) shall commence on the Effective Date and shall end at 11:59 p.m. on December 31, 2066.

B. EXTENDED TERM. Tenant further shall have the following additional rights with respect to the term of this Lease:

i. If Tenant shall exercise its right to elect a Landlord Advance (as defined below) contemplated under Section 9.C of this Lease, then the Parties shall be deemed to have modified the Lease to provide for Tenant’s tenancy during a period (the “**Extended Term**”) commencing on the Effective Date and ending at 11:59 p.m. on December 31, 2115; and

ii. If Tenant shall not exercise its right to elect a Landlord Advance under Section 9.C of this Lease, and thus the Parties shall not be deemed to have modified the Lease to provide for the Extended Term pursuant to Section 4.B.i, above, then the Initial Term shall nevertheless automatically, as of December 31, 2066 at 11:59 p.m., be extended through the full period of the Extended Term—that is, through 11:59 p.m. on December 31, 2115—*unless* Tenant shall deliver to Landlord, not less than six (6) months before the expiration of the Initial Term, written notice (a “**Termination Notice**”) declaring that this Lease shall terminate on December 31, 2066, at the expiration of the Initial Term. If Landlord shall timely deliver a Termination Notice, however, then this Lease shall terminate on December 31, 2066, at the expiration of the Initial Term.

Upon any deemed modification of this Lease to reflect an Extended Term, or any automatic extension through the full period of the Extended Term, the Parties shall undertake to execute a written

amendment to this Lease to memorialize the same, but such modification or automatic extension shall be effective without a written amendment.

C. **EXPIRATION DATE.** The Initial Term and the Extended Term are referred to herein as the “**Term.**” The “**Expiration Date**” shall mean (i) the date of expiration of the Initial Term or (if the Term shall be extended according to Section 4.B) the Extended Term, or (ii) such earlier date upon which the Term shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to any Legal Requirements.

5. Consideration.

A. **BENEFIT AS CONSIDERATION.** In addition to the Recitals and the mutual covenants and promises set forth in this Lease, Landlord acknowledges the following: (i) that Landlord is receiving a substantial benefit from Tenant’s lease of the Premises, Tenant’s functions as a Milwaukee County War Memorial, Tenant’s cultural contributions and promotion of activities, performing arts programming and educational programs for the public, and Tenant’s performance of, and financial contributions towards, the maintenance of the Premises; and (ii) that both Landlord and the general public have received a substantial benefit from Tenant’s prior operation of the Premises. Accordingly, except only as provided under Section 5.B, Section 5.C, and Section 9.C (if any), there shall be no Rent payable by Tenant pursuant to this Lease, in consideration of the aforesaid benefits conferred upon Landlord and the public by Tenant. Tenant acknowledges that it is receiving a substantial benefit from Landlord through Landlord’s grant of rights to Tenant under this Lease, and from Landlord’s pledge of operating support for Tenant’s activities as described herein. The Parties agree that the foregoing constitutes good, valuable and sufficient consideration and hereby irrevocably waive any contrary arguments or defenses.

B. **BASE RENT.** Tenant covenants and agrees to pay monthly rents (if any) to, or as directed in writing by, Landlord according to the terms and conditions set forth in Section 9.C (the “**Base Rent**”). Tenant shall pay the Base Rent promptly when due without notice or demand therefor and without any abatement, deduction, or set off for any reason whatsoever unless expressly provided in this Lease.

C. **ADDITIONAL RENT.** All charges, however denoted, payable by Tenant under this Lease *other than* Base Rent shall be known for purposes of this Lease as “**Additional Rent.**” Tenant shall pay the Additional Rent promptly when due without notice or demand therefor and without any abatement, deduction, or set off for any reason whatsoever unless expressly provided in this Lease.

6. Condition of Premises. Except as otherwise expressly provided in this Lease, Tenant takes the Premises, as existing as of the Effective Date, in their “AS-IS, WHERE-IS” condition and acknowledges that, except as is specifically set forth in this Lease, Landlord has made no representations or warranties of any kind or nature relating to the present physical condition or environmental condition of the Premises or any improvements or systems on the Premises or the suitability of the Premises for the operations to be conducted by Tenant, as existing as of the Effective Date.

7. Utilities. Tenant shall be responsible for all charges for gas, electricity, steam, water, and sewer used or consumed on the Premises.

8. Tenant’s Use of the Premises.

A. **PERMITTED USES.** Consistent with the purpose of the Premises to serve as memorial to the honored dead of World War II and the Korean Conflict, Tenant shall use the Premises for performance space, theater space, storage space, meeting/banquet rooms, special events, Tenant-related office space, performing arts education, box office space, auxiliary food and beverage services (including the service and sale of alcoholic beverages in connection with Tenant’s activities), and ancillary uses thereto (altogether, the “**Permitted Uses**”). The Permitted Uses have been determined by the Parties to be recreational uses which enhance the enjoyment of the cultural and other resources of the Landlord by the general public, including those persons who use the Premises. Such Permitted Uses shall be undertaken in a manner (i) that is consistent with the Tenant’s status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and (ii) that complies with all Legal Requirements. The Premises shall be open to the public, subject to such reasonable rules and regulations as Tenant may prescribe from time to time, including, without limitation, applicable requirement to purchase tickets for performing arts programming and other events and activities held at the Premises.

B. **LANDLORD’S REFINANCING WITH RESPECT TO THE PREMISES.** Landlord agrees as follows: (i) that, no later than October 31, 2018, Landlord shall redeem or defease all of the outstanding tax-exempt bonds or notes it has issued as qualified 501(c)(3) bonds with respect to the Premises, which bonds and notes are listed on Exhibit 8.B (the “**Bonds**”); and (ii) that Landlord shall not use the proceeds of any future tax-exempt bond or note issuance to finance all or any portion of the Premises, including improvements to be made to the Premises with the Capital Support (as defined in the Contribution Agreement) to be provided pursuant to the Contribution Agreement. Accordingly, as of the date of Landlord’s redeeming or defeasing the Bonds—but in no event later than October 31, 2018—there shall thereafter be no restrictions on Private Business Use of the Premises (including, without limitation, restrictions on naming rights agreements or sponsorship agreements) or any other restrictions on use, occupancy, or operation of the Premises, whether as a result of the Bonds or of any other tax-exempt financing by Landlord. Tenant recognizes that use of the Premises without restrictions on Private Business Use will preclude the Landlord from financing improvements to the Premises on a tax-exempt basis, and that, due to this limitation, it will be difficult to finance any additional improvements to the Premises beyond what is agreed in the Contribution Agreement and this Lease.

9. Maintenance and Repair.

A. **LANDLORD RESPONSIBILITY.** During the Term, Landlord shall be responsible for performing maintenance and repair to the Premises, at Landlord’s sole cost and expense, according to the terms of this Section 9.A.

i. Utilities. Except only for any utility facilities that are specifically listed on Exhibit 9.A.i-1 attached to and made a part of this Lease (the “**Utility Fixtures**”), Landlord shall maintain, repair, and replace the utility infrastructure that is, at any time, located upon the Land, including (without limitation) all underground gas, electricity, steam, water (including potable, fire protection, and irrigation water systems), storm sewer, sanitary sewer, telephone, data, and other utilities and services in their current locations identified in the site plan attached hereto as Exhibit 9.A.i-2 and future locations on the Premises as determined by the Parties. The Parties expressly agree that Landlord’s covenant to so maintain, repair, and replace shall apply to each service element of such utility infrastructure from (i) the point of its entry onto the Land (ii) up to either (A) (with respect to metered services) the principal point of metering or (B) (with respect to unmetered services) the principal point of distribution within the perimeter of the load-bearing exterior walls of the Building. Landlord shall provide notice to Tenant of Landlord’s intent to maintain, repair, or replace any such

utilities. Any Alterations by Tenant after the Effective Date shall, if dismantling, removing, or replacing the same shall be necessary to permit Landlord's maintenance, repair, or replacement under this Section 9.A, be dismantled, removed or replaced (if replacement is so desired) by Tenant prior to Landlord's performance of the work or, in the alternative, Tenant shall pay the reasonable, additional cost for the Landlord to work around, under or over such Alterations.

ii. Riverwalk. Landlord shall timely maintain, repair, replace, and rebuild all pavements and concrete, retaining walls, bulkheads, plantings, and other improvements of every kind whatsoever located within the area bounded as described and depicted on the Exhibit 9.A.ii attached to and made a part of this Lease (the "**Riverwalk Area**"), doing so at all times in such fashion as shall be reasonably necessary to keep the Riverwalk Area in good and safe condition, in compliance with all Legal Requirements, and otherwise suitable for all uses permitted by and, all other requirements of, the Riverwalk License Agreement. Notwithstanding the foregoing, however, Landlord shall not have any responsibility to maintain or repair the Seymour Lipton statue entitled "Laureate," located within the Riverwalk Area, which shall be deemed part of Tenant's Removable Property (as defined below) for purposes of this Lease.

iii. Landlord's Work. The Parties acknowledge that some of Landlord's Work (as defined below) is in the nature of maintenance, repair, replacement, or rebuilding of the Premises. Accordingly, in addition to Landlord's obligations under Section 9.A.i and Section 9.A.ii, above, Landlord shall timely perform all Landlord's Work according to the terms of Section 10.C of this Lease.

In addition, after the Effective Date, any maintenance, repair, replacement, or rebuilding of the Premises made necessary by Landlord's negligent or intentionally wrongful act or omission, or by its failure to timely and duly perform any of Landlord's obligations under this Lease, shall also be performed by Landlord at Landlord's sole cost and expense.

All maintenance, repairs, replacements, and other improvements performed by or on behalf of Landlord to the Premises after the Effective Date (including, without limitation, the Landlord's Work) shall be performed in a good and workmanlike manner, in accordance with all Legal Requirements, as well as sound engineering practices, and shall be suitable in all respects for the conduct of Tenant's operations at the Premises and the use of the Premises for the Permitted Uses. Landlord expressly disclaims, however, any responsibility for the following maintenance and repair matters: litter and debris collection from the Premises; removal and re-installation of Tenant's equipment or Alterations to allow Landlord to perform work under this Section 9.A; maintenance of vegetation on Premises; snow removal on Premises, and any of the requirements of Tenant under Section 9.B.

B. **TENANT RESPONSIBILITY**. During the Term, Tenant shall be responsible for performing maintenance and repair to the Premises, at Tenant's sole cost and expense, according to the terms of this Section 9.B.

i. Excepting in every case Landlord's obligations under Section 9.A above (and specifically including, without limitation, Landlord's covenant to timely complete Landlord's Work under Section 9.A.iii), and subject to Landlord's timely delivering Landlord Advances requested by Tenant under Section 9.C below, Tenant shall, at its expense, throughout the Term, maintain the Premises to the standard required under this Section 9.B, including, but not limited to (i) all mechanical, electrical, plumbing, telephone and data, life safety (including sprinkler systems), sanitary sewer, storm sewer, heating, ventilation, and air conditioning systems of the Building (altogether, the "**Building**

Systems”), and (ii) all boilers, pressure vessels, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant shall also be responsible for keeping the roof and roof drainage clean and free of debris, for keeping the exterior appearance of the improvements on the Premises in substantially the same condition as on the Effective Date, and for the uninsured costs and deductible amounts of all repairs that may be made necessary by reason of damage to the Building caused by any act of any Tenant Party (including any damage by fire or other property casualty arising therefrom, but subject to applicable waivers of subrogation), as well as for the cost of restorations, replacements, or renewals when necessary. In all instances, Tenant’s responsibilities under this Section 9.B. shall require that the Premises and all improvements thereon or a part thereof be kept in good order, condition, and state of repair, ordinary wear and tear alone excepted. All such repairs and replacements shall be of good quality sufficient for the proper maintenance and operation of the Premises, and shall be constructed and installed in compliance with Legal Requirements and Insurance Requirements. Repairs or replacements to Building Systems may be performed only by licensed contractors acceptable to Tenant in the exercise of Tenant’s reasonable judgment. Landlord shall make available to Tenant, at Tenant’s request, all guaranties and warranties with regard to the Premises (including, without limitation, with regard to any Landlord’s Work), and shall reasonably cooperate with Tenant in the enforcement of such guaranties and warranties. Tenant shall not, in the course of its repair, maintenance, or construction, invalidate any of the guaranties or warranties on the Premises, including, but not limited to those that relate to the roof, the stormwater management system, the elevator, and the sprinkler systems.

ii. Tenant shall not permit the accumulation of waste or refuse matter, nor permit anything to be done upon the Premises that would invalidate or prevent the procurement of any insurance policies or governmental permits, licenses, or approvals that may at any time be required pursuant to the provisions hereof. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area that such floor was designed to carry and that is allowed by Legal Requirements.

iii. Tenant shall maintain records of any repairs or maintenance on the Premises, including paid invoices for building maintenance services, documentation of results of City of Milwaukee inspections and certification of Building Systems, test results of Building Systems operational and safety testing, in-kind work, and other pertinent documents required to confirm Tenant’s management practices in accordance with the terms of this Lease. Not more than once per calendar year, Tenant shall provide Landlord, upon Landlord’s written request, written documentation of repairs or maintenance to the Premises performed by or on behalf of Tenant during the preceding twelve (12) months. Furthermore, upon reasonable notice to Tenant, Landlord and third parties engaged and duly authorized by Landlord may, at Landlord’s sole cost and expense, examine and copy the books and records maintained by Tenant pursuant to this Section 9.B. Should Landlord’s examination discover any (i) weaknesses in internal control, (ii) errors in recordkeeping, or (iii) errors in payments, Tenant shall correct such matters promptly upon Landlord notifying Tenant of the same, and Tenant shall inform Landlord in writing of any action taken to correct such matters.

iv. If Tenant shall be required pursuant to the terms of this Lease to complete any repairs or maintenance, and if Tenant shall fail timely to commence the repairs and/or maintenance, or shall (once commenced) thereafter fail diligently to prosecute such repairs and/or maintenance to completion, then Landlord may deliver written notice of such failure to Tenant, and may further (but shall not be required to), after at least ten (10) Business Days after Landlord has delivered written notice to Tenant of such failure (except that no notice shall be required in the event of an

emergency), make such repairs or perform such obligations (or cause the same to be made or performed) as Tenant shall have failed timely to make or diligently prosecute, and all costs incurred by Landlord in connection therewith shall be paid by Tenant to Landlord on demand and shall be Additional Rent; provided, however, that any delay by Landlord in providing any Landlord Advance under Section 9.C, below, shall extend the period for Tenant's commencement and completion of such repairs and/or obligations for the period of such delay. If Landlord shall make such repairs or perform such obligations (or cause the same to be made or performed), then Landlord shall not be responsible to Tenant for any loss or damage whatsoever that may accrue to Tenant's Removable Property or Tenant's business by reason of Landlord's making such repairs or performing such obligations.

v. Notwithstanding any other term or condition of this Lease, Landlord agrees that Tenant shall not have any obligation to make any repair or replacement to the Premises to the extent that such repair or replacement may be necessitated by reason of a defect in or condition of the Building (including, without limitation, a Pre-existing Environmental Condition) that (i) existed as of the Effective Date and (ii) did not result from the willful or negligent act or omission of Tenant, its agents, employees, contractors, invitees or representatives, during Tenant's occupancy of the Premises before the Term commenced.

C. **LANDLORD ADVANCE.** The Parties acknowledge (i) that Tenant is, for the first time during its occupancy of the Center, assuming under Section 9.B significant maintenance obligations with respect to the Premises and (ii) that, in consideration of such obligations, and of the Parties' mutual agreement to transition full financial responsibility for such obligations to Tenant over a period beginning on the Effective Date and ending on December 31, 2026 (such period being known under this Lease as the "**Advance Term**"), Landlord shall provide to Tenant, at Tenant's sole election and request, advance funding to be used for the purpose of permitting Tenant to complete all maintenance and repair required under Section 9.B (altogether, the "**Tenant Maintenance**"), subject to the following terms and conditions:

i. No later than December 31, 2018, Tenant shall establish the capital reserve required under Section 12 of the Contribution Agreement (the "**Capital Reserve**"). Tenant shall further, at least once each calendar quarter during the Term, submit to the Milwaukee County Office of the Comptroller evidence of the then-current balance of the Capital Reserve.

ii. Tenant acknowledges that the requirement of a Capital Reserve contemplates that Tenant's first recourse shall be to fund all Tenant Maintenance from the Capital Reserve. Notwithstanding this intention, Tenant shall not at any time, be required to draw the Capital Reserve down to a balance of less than Five Hundred Thousand and No/100 Dollars (\$500,000) (the "**Minimum Reserve**"). The sum by which the Capital Reserve shall, at any relevant point during the Advance Term, exceed the Minimum Reserve shall be known as the "**Available Reserve.**"

iii. If, at any time (and from time to time) during the Advance Term, Tenant's performing any item of Tenant Maintenance would require Tenant to incur costs and expenses in excess of the Available Reserve, then Tenant may (in its sole discretion, and at its sole election) request in writing that Landlord advance to Tenant a specified sum (in each instance, a "**Landlord Advance,**" and collectively the "**Landlord Advances**") equal to (A) the total anticipated cost and expense required of Tenant to complete the pertinent Tenant Maintenance *less* (B) the Available Reserve, which request (in each instance, an "**Advance Request**") shall document (i) the scope of Tenant Maintenance to be performed with the applicable Landlord Advance, (ii) the anticipated cost and expense of the pertinent Tenant Maintenance, and (iii) the Available Reserve. Within ninety (90) days

after Tenant delivers each Advance Request to Landlord, Landlord shall, through a resolution placed for vote before the Milwaukee County Board of Supervisors (in each instance, a “**Capital Request Resolution**”), formally consider approval of such Advance Request, as submitted to Landlord. Tenant acknowledges that, notwithstanding (and not in limitation of) the ninety (90) day period so established, Tenant shall in every case undertake reasonable efforts to submit each request for a Landlord Advance at times that shall enable Landlord to consider such request(s) in concert with Landlord’s annual budgeting process.

iv. If a Capital Request Resolution is timely approved, Landlord shall disburse the sum of the pertinent Landlord Advance to Tenant by wire transfer, and Tenant shall thereafter repay the Landlord Advance, as Base Rent, according to the terms set forth on Exhibit 9.C.ii attached to and made a part of this Lease. At no time during the Term, however, shall the aggregate principal sum of all outstanding Landlord Advances exceed \$5 million (in the aggregate, the “**Advance Limit**”). Tenant shall maintain reasonable records of the Landlord Advances. Absent manifest error, Tenant’s records as to the amount of outstanding Landlord Advances shall be binding upon the Parties.

v. If, within sixty (60) Days after Tenant delivers any Advance Request to Landlord, the corresponding Capital Request Resolution shall be denied by, or shall otherwise not timely be approved by (including not timely considered by), the Milwaukee County Board of Supervisors, or if the Advance Request seeks a Landlord Advance that would result in Landlord’s exceeding the Advance Limit, then Tenant may seek to obtain a loan, in an amount not to exceed the amount of the Landlord Advance indicated in the Advance Request, to fund the Tenant Maintenance described in the pertinent Advance Request. If, having exercised commercially reasonable efforts to obtain such a loan, Tenant shall not secure financing on terms and conditions reasonably acceptable to Tenant, then Tenant may request: (i) that Landlord provide to Tenant’s lender, as security for such borrowing, a written guaranty as to Tenant’s payment and performance of such loan, which guaranty shall be on such commercially reasonable terms and conditions as then shall be acceptable to Tenant’s lender; and, additionally, or alternatively, (ii) that Tenant be permitted to grant, as security for such loan, a mortgage of Tenant’s interest in this Lease, which mortgage shall be subject to terms and conditions as set forth in Section 12.C. Landlord’s providing such written guaranty or permitting such mortgage of Tenant’s interest in this Lease (as the case may be) shall be subject only to the consent of Landlord’s Comptroller, which consent shall not be unreasonably withheld, conditioned, or delayed.

vi. Pursuant to Paragraph 3 of Exhibit 9.C.ii, during the period in which any Landlord Advance is outstanding, Tenant shall maintain a Debt Service Coverage Fund with a fund balance not less than 125% of the annual debt service amount due with respect to such Landlord Advance.

vii. Landlord’s obligation to make additional Landlord Advances under this Lease shall expire on the earlier to occur of (i) the Expiration Date or (ii) the last day of the Advance Term. Tenant shall not be deemed in breach of its obligations under this Lease to timely complete Tenant Maintenance while awaiting Landlord’s consideration, approval, or disbursement of an Advance Request with respect to such Tenant Maintenance.

10. Alterations, Installations and Furnishings.

A. **TENANT’S REMOVABLE PROPERTY.** Tenant may keep and install upon the Premises such articles of personal property, supplies, business and trade fixtures, machinery, workstations, equipment, furniture, and other property or equipment owned by Tenant as Tenant may

wish to install or place in and upon the Premises (whether affixed or unaffixed to the Premises) for the Permitted Uses (altogether, “**Tenant’s Removable Property**”). Installation of Tenant’s Removable Property shall be completed in a good and workmanlike manner and shall, once commenced, be diligently prosecuted to completion in compliance with applicable Legal Requirements.

B. TENANT’S ALTERATIONS. Except as hereinafter provided, Tenant shall make no additions, installations, improvements, replacements and/or alterations in or to the Premises (hereinafter “**Alterations**”) until: (i) Tenant shall have delivered to Landlord a written request for Alterations, which request shall include (A) preliminary plans and outline specifications for the proposed Alterations (which materials shall have been prepared by an architect licensed in the state where the Premises are located), (B) budget estimates for the proposed Alterations, and (C) the identity of the contractor(s) that Tenant would engage to complete the proposed Alterations; and (ii) Landlord shall have delivered to Tenant written consent to such Alterations, which consent shall not, in the case of Alterations other than Material Alterations or Permitted Alterations, be unreasonably withheld or delayed. If Landlord fails to respond to a written request for consent within ten (10) Business Days after Tenant has delivered a completed request for the same, Tenant’s request shall be deemed approved by Landlord.

i. The following Alterations shall be deemed “**Material Alterations**”: (i) Alterations that cost in excess of \$100,000; or (ii) Alterations that, in Landlord’s reasonable judgment, affect the Building Systems or the structural integrity of the Building or any part thereof, or the exterior of the Building, or other structures on the Premises. Material Alterations shall not be performed without the prior written consent of Landlord, which consent shall be granted or withheld in Landlord’s reasonable discretion.

ii. Notwithstanding the foregoing, Tenant shall have the right to make from time to time, at its expense, non-structural Alterations to the interior of the Premises without obtaining Landlord’s consent (in each and any such case, the “**Permitted Alterations**”); *provided, however*, that no Material Alteration may be undertaken as a Permitted Alteration, and provided further that Tenant shall notify Landlord of the intended Alterations to the interior of the Premises in reasonable detail, together with an estimate of the cost thereof, at least ten (10) Business Days before its commencement of such Permitted Alterations.

a. All Alterations, additions, and improvements to the Premises (including fixtures and equipment) made by or for Tenant shall be commenced promptly, shall be completed in a good and workmanlike manner, and shall, once commenced, be diligently prosecuted to completion in compliance with applicable Legal Requirements. Any Alterations to any Building Systems, or to or affecting the roof or any other structural part of the Building, shall be performed only by contractor(s) approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. Landlord may require Tenant to remove any Alterations, or all Alterations, as of the Expiration Date. As to Material Alterations, Landlord shall so notify Tenant of its removal obligation simultaneously with Landlord’s grant of consent to such Material Alterations; as to Permitted Alterations, Landlord shall so notify Tenant of its removal obligation within ten (10) Business Days after receiving Tenant’s notice of such Permitted Alterations under this Section 10.B.ii. Alterations so required to be removed shall be known for purposes of this Lease as “**Tenant’s Removable Alterations**.” All other Alterations shall become part of the Premises immediately upon completion.

c. If Tenant's proposed Alterations to the Premises require relocation of any utilities, Tenant shall bear all costs for relocation of any affected utilities as may be reasonably required by Landlord.

iii. Tenant, at its expense, shall obtain (and furnish true and complete copies to Landlord of) all necessary governmental permits and certificates for the performance of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, and with all Legal Requirements, and with the plans and specifications submitted to, and approved by Landlord pursuant to Section 10.B hereof (if applicable). Alterations shall be performed in such manner as not to impose any additional expense upon Landlord in the construction, maintenance, repair, or operation of the Building, and if any such additional expense shall be incurred by Landlord as a result of Tenant's performance of Alterations, Tenant shall reimburse Landlord promptly upon demand.

iv. Tenant shall promptly upon the completion of a Material Alteration deliver to Landlord final "as-built" drawings certified by Tenant's architect of any Alterations Tenant has performed or caused to be performed in the Premises, and upon Landlord's request Tenant shall furnish updated drawings and specifications, if any, for Alterations in progress.

v. Tenant shall cause all contractors performing Alterations, and all suppliers supplying materials for Alterations, to be paid in full, so that the Premises and the Building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied. Accordingly, Landlord shall have the right at all times to post and maintain upon the Premises such notices as may be necessary or desirable to keep the Premises and Landlord free of lien from any mechanic, laborer, materialman, supplier, or vendor. Any mechanic's lien filed against the Premises for work claimed to have been done for Tenant, or for materials claimed to have been furnished to Tenant, shall be discharged by Tenant within fifteen (15) Business Days after such filing, by payment, filing of the bond required by Legal Requirements or otherwise, and Tenant shall provide satisfactory proof of such discharge to Landlord. If Tenant fails to do so, Landlord may, upon ten (10) Business Days prior notice to Tenant (or on such shorter notice if deemed necessary by Landlord), discharge any such mechanic's lien, by bond, payment, or otherwise, and the cost thereof shall be paid by Tenant to Landlord within ten (10) Business Days after demand. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises.

C. **LANDLORD'S WORK.** Landlord shall, at Landlord's sole cost and expense, and in all respects according to all applicable Legal Requirements and all of the terms set forth in the Contribution Agreement, timely commence, diligently and without interruption pursue, and promptly complete all repairs, replacements, and modifications to the Premises specified in Exhibit 9.A.iii ("**Landlord's Work**"). Landlord represents and warrants that all Landlord's Work shall be suitable in all respects for the conduct of Tenant's operations at the Premises and the use of the Premises for the Permitted Uses. Landlord shall be responsible for any cost overruns on Landlord's Work.

i. Landlord's Work shall be (i) commenced by the pertinent dates of Target Commencement specified on the attached Exhibit 9.A.iii, (ii) constructed in a good and workmanlike manner substantially in accordance with the Development Plans, (iii) constructed in compliance with all Legal Requirements, as well as sound engineering practices, and (iv) Substantially Completed by the pertinent dates of Target Completion (each a "**Target Completion Date**") specified on the attached

Exhibit 9.A.iii. If Landlord cannot achieve Substantial Completion on or before the Target Completion Date, such failure shall not affect the validity of this Lease.

ii. As used in this Lease, the term “**Development Plans**” means the preliminary development summaries set forth on the attached Exhibit 9.A.iii., together with schematic plans and/or mechanical drawings (as the case may be) developed and prepared by Landlord at its sole cost and approved in writing by Tenant, which approval shall not unreasonably be withheld, conditioned, or delayed.

iii. “**Substantial Completion**” of Landlord’s Work shall be deemed to have occurred, and Landlord’s Work shall be “**Substantially Completed,**” when (i) all governmental inspections required for Landlord’s Work have been successfully completed and temporary or permanent Certificates of Occupancy (or the equivalent) and other municipal permits or approvals for the pertinent Landlord’s Work have been obtained, in each case if and to the extent required for Tenant to use and occupy such Landlord’s Work, and (ii) the pertinent Landlord’s Work is completed in all material respects in accordance with the Development Plans. If, however, the Substantial Completion of Landlord’s Work shall be delayed as a result of any Tenant Delay, then the Substantial Completion of Landlord’s Work shall be deemed to have occurred on the date it would have otherwise occurred absent the Tenant Delay. Furthermore, if a delay in Substantial Completion of Landlord’s Work shall occur as a result of an Unavoidable Delay, and such Unavoidable Delays would not have occurred but for a Tenant Delay, such Unavoidable Delay shall also constitute Tenant Delay.

D. MODIFYING SCHEDULE OF LANDLORD’S WORK.

i. The Parties acknowledge that all of the following may alter the determination of repairs, replacements, and modifications most in need of being performed and funded as Landlord’s Work: (i) physical conditions of the Premises undiscovered as of the date of the Contribution Agreement (including, without limitation, physical conditions identified in a *2016 Facility Assessment Report* dated August 2016 and prepared by Landlord pursuant to the terms of the Contribution Agreement); (ii) changed conditions arising during the term of the Contribution Agreement; and (iii) other circumstances and events currently unforeseen by the Parties as of the Effective Date. Accordingly, if Tenant shall notify Landlord in writing of the need to modify the schedule of Landlord’s Work (including the character and/or timing of the same) for any reason, the Parties shall then immediately begin, and thereafter without interruption continue, to negotiate in good faith for such modification(s). If (and only if) legally necessary to bind Landlord to any such modification, Landlord shall seek all necessary legislative approvals for such modification(s) agreed between the Parties (including, without limitation, necessary legislative approval to modify the Contribution Agreement); *provided, however,* that each Party also hereby agrees that, to the greatest extent authorized or permitted, it shall negotiate for modification(s) to be agreed and enforced without the need for any legislative approval.

ii. By delivering written notice to Landlord no later than twelve (12) months before the commencement of any one or more of the calendar years 2022-2026, Tenant may require that, subject only to the consent of Landlord’s Comptroller, in lieu of Landlord’s completing the repairs, replacements, and modifications to the Premises specified in the Contribution Agreement with respect to such year(s) (as specified by Tenant in such written notice), Landlord instead disburse directly to Tenant the amount of the “Budget” indicated on Appendix A to the Contribution Agreement with respect to the specified year(s), which amount shall be applied by Tenant to itself complete (as a covenant of Tenant under Section 9.B, above) the Landlord’s Work indicated for the specified

year. The consent of Landlord's Comptroller shall not be unreasonably withheld, conditioned, or delayed. If Landlord's comptroller shall consent to such disbursement, the pertinent amount shall be disbursed directly to Tenant on a date mutually agreed by the Parties and, upon any such disbursement, Landlord's obligation to perform Landlord's Work indicated for the specified year (as described on Appendix A to the Contribution Agreement and on Exhibit 9.A.iii to this Lease) shall be waived.

11. Landlord's Access. Landlord or its agents shall have reasonable access to the Premises to alter, maintain, repair, and improve (including, without limitation, any maintenance, repair, or replacement required of Landlord under Section 9.A or permitted of Landlord under Section 9.B, as well as any work with respect to Landlord's Work under Section 10.C) the same, and to inspect the condition of the Premises. Landlord shall provide reasonable advance notice of any such access, except in the event of an emergency. When accessing the Premises, Landlord shall use reasonable efforts not to interfere materially with Tenant's use of or access to the Premises, and Landlord shall be accompanied by a designated representative of Tenant if and to the extent Tenant makes such a representative available.

12. Tenant Transfers.

A. SUBLETTING AND ASSIGNMENT.

i. Tenant shall not assign this Lease or in any manner transfer this Lease without Landlord's written consent. Tenant shall also not sublet the Premises or any part thereof or permit the use or occupancy of the Premises or any part thereof by any person or entity other than Tenant without Landlord's written consent; provided, however, Tenant may enter into subleases or other use agreements for vending contracts, performing arts programming and related activities, resident group contracts, use of office space, education, special events, food and beverage (including alcoholic beverage) operations, kitchen use, box office operation, gift shop or similar secondary uses within the Premises without Landlord's written consent. Any assignment or subletting, shall not relieve Tenant from the obligation to perform and be bound by the terms, conditions and covenants of this Lease (including, without limitation, the requirements of Section 8.B). An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of Landlord first having been obtained.

ii. Landlord may, without Tenant's consent, assign its interest in this Lease in connection with a transfer of Landlord's fee simple interest in the Premises, provided that Landlord's assignee shall expressly assume, in writing, all terms, covenants, conditions, and obligations of Landlord under this Lease.

B. LICENSING. Provided that no Event of Tenant Default then exists under this Lease, Tenant shall have the right, subject to all of the other terms and conditions of this Section 12, to grant from time to time, in writing, certain personal and revocable licenses to use discrete portions of the Premises for purposes consistent with the Permitted Uses. No licensed use permitted under this Section 12.B shall interfere in any manner with the Permitted Uses. Neither shall any licensed use extend for a period of more than twelve (12) hours in any twenty-four (24) hour period, nor rise to any level of right, intensity, duration, or repetition that may be deemed to constitute a conveyance of a possessory interest in land. All licensees of Tenant shall assume, by a written instrument signed by Tenant and such licensee, the due performance of all of the pertinent covenants and obligations under this Lease.

C. LEASEHOLD MORTGAGE. If permitted pursuant to the condition expressly set forth in Section 9.C.v of this Lease, Tenant may pledge its interest under this Lease pursuant to a security instrument (in each case, a “**Leasehold Mortgage**”) by which Tenant’s leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred to secure any loan permitted under Section 9.C.v. As to any such Leasehold Mortgage, however:

(1) Tenant shall require its mortgagee under such a Leasehold Mortgage (in each case, a “**Leasehold Mortgage**”) to execute, and Landlord hereby covenants that it shall promptly countersign, a nondisturbance and attornment agreement with Landlord. Such nondisturbance and attornment agreement shall be presented on Leasehold Mortgagee’s standard form, shall incorporate the comments and revisions of Landlord that are reasonably acceptable to such Leasehold Mortgagee, shall be in form and substance reasonably acceptable to Landlord, Tenant, and the Leasehold Mortgagee, and shall provide at least as follows: (i) that the Leasehold Mortgagee shall give Landlord (A) written notice of any default by Tenant under such Leasehold Mortgage and (B) the right to cure such default(s); (ii) that Landlord shall likewise give that the Leasehold Mortgagee (A) written notice of any Event of Tenant Default and (B) the right to cure such default(s); (iii) that Leasehold Mortgagee shall, without the need for any consent by Landlord, have the right (subject to the terms of the Leasehold Mortgage) to assume the Lease upon any foreclosure of the Leasehold Mortgage and upon any termination of the Lease by reason of any Event of Tenant Default, provided that Leasehold Mortgagee shall then attorn to and recognize Landlord under this Lease; and (iv) that, if Leasehold Mortgagee shall so assume the Lease, Landlord shall not disturb Leasehold Mortgagee so long as Leasehold Mortgagee shall duly and timely perform all covenants of lessee under this Lease;

(2) Any Leasehold Mortgage, by its terms, in order to assure Landlord that such Leasehold Mortgage placed against Tenant’s interest in this Lease shall be satisfied not later than the Expiration Date, shall be fully amortizable on a level or nearly level basis so that such Leasehold Mortgage shall be paid in full and satisfied not less than one (1) year before the Expiration Date; and

(3) The Leasehold Mortgagee shall be a state-regulated or federally-regulated entity that engages (including as a financial intermediary) substantially or materially in the business of lending money.

D. Landlord shall, not more frequently than twice in any one (1) year period, within ten (10) Business Days after Tenant delivers a written request to Landlord for the same, certify by written instrument, duly executed, to any Leasehold Mortgagee, (i) as to whether this Lease has been modified (and, if so, the substance of such modification), (ii) as to the validity, force, and effect of this Lease, (iii) as to the existence of any default under this Lease, (iv) as to the Commencement Date and scheduled Expiration Date of this Lease, and (v) as to any other matter(s) that may reasonably be requested by Leasehold Mortgagee. Any such certificate may be relied on by Leasehold Mortgagee, by Tenant, and by another other person or entity to which such certificate may be delivered, and the contents of such certificate shall be binding on Landlord.

13. Liens and Encumbrances.

A. TENANT LIENS. Tenant warrants that it has not encumbered, and that it will not encumber (except as permitted under Section 9.C and Section 12.C of this Lease with respect to any Leasehold Mortgage), Landlord’s right, title or interest in and to the Premises or any improvements located thereon nor has Tenant pledged in a manner as security its right, title or interest

in any portion of the Premises or any improvements constructed thereon, except buildings, equipment and leasehold improvements owned by Tenant. Any claim to, or lien upon, the Premises (or any part thereof) arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises. Tenant must remove any prohibited lien placed upon Landlord's interests, arising out of Tenant actions.

B. LANDLORD LIENS. Landlord represents and warrants that, as of the Effective Date, (i) there is no mortgage or ground lease upon or affecting any portion of the Premises; and (ii) title to the Premises is free and clear of all liens and encumbrances except only for the following: (A) municipal and zoning ordinances; (B) the Riverwalk License Agreement; and (C) other reservations expressly referenced in this Lease. The Landlord hereby further represents that any bonds or notes issued by Landlord to finance improvements to the Premises, whether as of the Effective Date or in the future, shall not be secured by a mortgage on the Premises.

14. Insurance/Limitation of Liability.

A. TENANT INSURANCE. Throughout the Term, the Tenant shall maintain in force insurance coverage as specified in Exhibit 14.A.

B. LANDLORD INSURANCE. Landlord shall maintain in force all of the following coverages (altogether, "**Landlord's Insurance**"):

i. Throughout the Term, property insurance on an "All Risk" basis and for such other insurable hazards as, under good insurance practices, are insured against for other property and buildings similar to the Premises in nature, use, location, height, and type of construction. Such policy shall include coverage for all perils covered under the most current enumeration of the "special form" causes of loss (Insurance Services Office form CP 10 30). The amount of such insurance shall be not less than one hundred percent (100%) of the replacement cost without depreciation of the Premises. Such insurance policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. Such insurance shall cover mechanical breakdown and testing, increased cost of Legal Requirements, insurance, costs of demolition and increased cost of construction as well as rent loss and business interruption coverage, including, business income and extra expense, for an extended period of indemnity of at least twelve (12) months.

ii. During the period of any construction, repair, renovation, restoration, or replacement of the improvements or the Premises (including, without limitation, (i) the Landlord's Work and (ii) any other repairs, replacements, or modifications undertaken by Landlord pursuant to Section 9.A), a completed value "All Risk" Builder's Risk Insurance policy or comparable endorsement for the full replacement cost of the project. Landlord reserves the right to purchase Builder's Risk policy at full project or new construction or limit the Landlord deems appropriate. The policy is to be written on a non-reporting basis, and in an amount not less than the total value of the Premises (less the value of such uninsurable items as land, site preparation, grading, paving, and parking lots). The policy shall contain an agreed amount endorsement and not subject to any form of coinsurance. The policy must not contain any "Protective Safeguard" endorsements limiting coverage. Coverage shall be provided for against the standard perils. Such policy shall include coverage for mechanical breakdown and testing, collapse, expediting expenses, demolition and increased cost of construction (for renovation and/or additions to existing structures), water damage, and permission for partial occupancy.

iii. Insurance required of Landlord under this Section 14.B shall be written by companies authorized and admitted to do business in, and to be served notice in, the State of Wisconsin and rated A or better by A.M. Best Company, and shall provide that a thirty (30) day written notice of cancellation, non-renewal or material change (including, without limitation, cancellation, non-renewal or material change in the coverage rider required under Section 14.B.iv, below) shall be afforded to Tenant. Tenant shall have the responsibility for the specified deductible amount, whether through direct payment or secondary insurance coverage, at its option. Acceptable proof of such coverages shall be furnished to Tenant prior to the Effective Date.

iv. Insurance required of Landlord under this Section 14.B shall be subject to a deductible of Fifty Thousand Dollars (\$50,000) per claim. The Parties acknowledge, however, that, as of the Effective Date, Landlord's standard blanket policy of property insurance is subject to a deductible of Five Hundred Thousand Dollars (\$500,000) per claim. Accordingly: (i) Landlord shall during the Term timely pay the premium required to underwrite, as to the Premises *only*, a coverage rider that shall reduce the policy deductible to Fifty Thousand Dollars (\$50,000) per claim (the "**Deductible Rider**"); and (ii) shall, not more than once per calendar year during the Term, provide Tenant with written evidence of Landlord's having paid in full the premium owing for such Deductible Rider. Within ten (10) Business Days after receiving written evidence of Landlord's having paid in full the premium for the Deductible Rider, Tenant shall pay to Landlord, as Additional Rent, a sum equal to fifty percent (50%) of the premium paid by Landlord for the Deductible Rider. If, however, Tenant shall receive a notice (as required under Section 14.B.iii) of cancellation, non-renewal, or material change as to the Deductible Rider, then Tenant may, at its option, immediately pay to Landlord's insurer(s) the full premium owing for the Deductible Rider, and any amount(s) so paid by Tenant during the Term shall be accrued and shall be applied by Tenant, at its election, to offset any payments of Rent that may be owing under this Lease.

The proceeds for any insurance maintained under this Section 14.B shall be paid and applied according to the provisions of Section 17.

C. **LIMITATION OF LIABILITY.** Landlord's liability shall be limited in accordance with Wis. Stat. § 345.05(3) (Municipal Liability for Motor Vehicle Accidents), Wis. Stat. §§ Section 893.80(3) and 893.80(4) (Claims Against Governmental Bodies or Officers, Agents or Employees; Notice of Injury; Limitation of Damages and Suits).

D. **WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary contained elsewhere in this Lease, neither Landlord nor Tenant shall be liable to the other Party or to any insurance company insuring the other party by way of subrogated rights or otherwise, for any loss or damage caused by fire or property loss required to be covered by the insurance coverages under this Lease, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of such party, its agents, employees, or invitees. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give to each insurance company which has issued, or in the future may issue, its policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverage by reason of said waiver.

15. Environmental and ADA Compliance and Obligations.

A. **PRE-EXISTING ENVIRONMENTAL CONDITIONS.**

i. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be liable for any investigation or remediation, or orders relating to the same, for any Hazardous Materials existing on, over, or beneath the Premises, or discharged from the Premises, as of the Effective Date (“**Pre-existing Environmental Conditions**”). Landlord shall, with respect to the Premises, fully comply, or cause compliance by any responsible party, with all Legal Requirements applicable to Hazardous Materials. Landlord hereby indemnifies Tenant against any damages, loss, expense, and liability suffered by Tenant and arising out of Pre-existing Environmental Conditions or the existence or discharge of Hazardous Materials on, over, beneath, or from the Premises not caused by Tenant. Tenant shall not be obligated to undertake any actions with respect to the discharge of such Hazardous Materials not caused by Tenant.

ii. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** Subject to the terms, covenants and conditions of this Lease (including, without limitation, the terms of Section 15.A.i, above), Tenant shall, after the Effective Date, fully comply with all Legal Requirements applicable to Hazardous Materials existing or discharged on, over, beneath or from the Premises by Tenant after the Effective Date. Tenant shall, at its sole cost and expense, promptly take all actions to investigate and remediate any discharge of Hazardous Materials caused by Tenant on the Premises as may be required by any federal, state or local governmental agency or political subdivision. Tenant hereby indemnifies Landlord against any damages, loss, expense and liability suffered by Landlord and arising out of a violation of this Section 15.A.ii by Tenant.

iii. **INVESTIGATION/REMEDIATION.** Tenant shall require no investigation, remediation, or excavation of the Premises by Landlord except and to the extent such Pre-existing Environmental Conditions (i) materially interfere with Tenant’s operations on the Premises, including materially increasing the costs of operating the Premises, (ii) Tenant is under order from a governmental agency or court to perform such investigation or remediation in the absence of Landlord’s doing so, or (iii) such investigation, remediation or excavation is reasonably necessary in connection with construction of any improvements to the Premises consented to or to be performed by Landlord. Any investigation or remediation activity conducted by Landlord must be accomplished in a manner and at times which disturb, to the least extent possible, the activities of Tenant and other users of the Premises. Tenant will not undertake activities that will involve excavation of soils on the Premises without Landlord’s prior written consent, which consent will not be unreasonably withheld. With regard to any such activities, any materials excavated by Tenant will be managed in accordance with applicable law at Landlord’s expense.

B. **PRE-EXISTING ADA CONDITIONS.** Landlord and Tenant shall work cooperatively to address any condition that exists on or at the Premises as of the Effective Date and that shall violate any provision (including, without limitation, any provision of Title II or Title III) of the Americans with Disabilities Act of 1990 (each such condition being known under this Lease as a “**Pre-existing ADA Condition**”). In the event that the U.S. Department of Justice (“**US DOJ**”) initiates or becomes party to any demand, claim, suit, or cause of action of any kind whatsoever against Landlord, Tenant, and/or the Premises in connection with any asserted violation of the Americans with Disabilities Act of 1990 that is in any way related to the Pre-Existing ADA Conditions, then Landlord shall indemnify and defend the Tenant against, and shall hold the Tenant harmless from, any and all liability with respect to any such Claim and any such violation.

16. Indemnification. To the extent permitted by law, Tenant and Landlord shall each be liable for their own negligent acts and omissions and each agrees to indemnify and hold the other harmless for any losses, damages, costs and expenses resulting therefrom. Without limiting the foregoing, Tenant

shall indemnify Landlord for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of Tenant, its contractors, subcontractors, agents, invitees or employees. Landlord shall, subject to any limitation provided by Legal Requirements, indemnify Tenant for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever (including workers' compensation claims) which arise out of or are in any manner connected with the performance of this Lease, based on any injury, damage or loss being caused by the negligence of Landlord, its contractors, subcontractors, agents, invitees or employees, or on account of any Pre-existing Environmental Conditions, or Pre-existing ADA Conditions subject to Section 15.B. above. Notwithstanding the above, because Landlord has reserved certain rights for the public to have access to the Premises, Tenant shall not be responsible for policing or monitoring the acts of the public, nor shall Tenant be liable for the acts of the public on or about the Premises.

17. Damage or Destruction. Tenant shall immediately give Landlord notice if the Premises are damaged by fire or other casualty.

A. **SUBSTANTIAL DAMAGE.** If the Premises are Substantially Damaged by fire or other casualty, then Tenant or Landlord shall have the right to terminate this Lease by giving notice of such election within thirty (30) days after the occurrence of such casualty, which termination shall be effective as of the date of such notice.

i. If the Premises are Substantially Damaged by fire or other casualty and this Lease is terminated pursuant to this Section 17.A, the Term shall be over on the specified cancellation date with the same force and effect as if such date were the date originally established as the Expiration Date. Tenant will look only to its own insurance as required by this Lease, whether or not obtained, to recover any damages or losses suffered as a result of the damage including but not limited to early termination of the Lease, loss of business, damage to Tenant's Removable Property, trade fixtures, etc. Tenant shall retain the proceeds of all insurance maintained by Tenant and allocable to Tenant's Removable Property, without claim by Landlord.

ii. If the Premises are Substantially Damaged by fire or other casualty and this Lease is not terminated pursuant to this Section 17.A, Landlord shall thereafter promptly restore the Premises (excluding Tenant's Removable Property and any Alterations performed by or on behalf of Tenant) to substantially the condition they were in immediately before such casualty; provided, however, that Landlord's obligation shall be limited to the proceeds of insurance required to be carried pursuant to Section 14 ("**Insurance Proceeds**"). If the total cost of restoring the Premises, as provided in this Section 17.A, is less than the amount of the Insurance Proceeds applicable to such restoration work, the balance of the Insurance Proceeds shall be paid to the Party responsible for maintaining such insurance upon delivery of final waivers of lien and such other documentation as may be reasonably requested by the other party in order to confirm that such restoration work has been completed in substantial accordance with the terms hereof. If the total cost of restoring the Premises, as provided in this Section 17, shall exceed the amount of Insurance Proceeds available for such restoration (as determined by a contractor reasonably satisfactory to Landlord), then Tenant may (but shall not be required to) provide its own funds to supplement such Insurance Proceeds, as necessary to restore the Premises. If Tenant shall not provide such funds, however, within thirty (30) days after the pertinent determination by the contractor selected by the Parties, then Landlord or Tenant may elect to terminate

this Lease by giving notice of such election at any time within sixty (60) days thereafter, which termination shall be effective as of the date of such notice.

B. PARTIAL DAMAGE. If the Premises are damaged by fire or other casualty under this Section 17 but are not Substantially Damaged, Landlord shall thereafter promptly restore the Premises (excluding Tenant's Removable Property and any Alterations performed by or on behalf of Tenant) to substantially the condition they were in immediately before such casualty. After any such damage or destruction, Tenant shall cooperate with Landlord by removing from the Premises in a reasonable time all of Tenant's Removable Property located within the damaged or destroyed area, and from such other areas of the Premises as Landlord deems necessary to timely complete repair or restoration.

C. DEFERRAL. If the damage or destruction to the Premises is a direct result of Tenant's negligent or intentionally wrongful act or omission, then Tenant shall be responsible in full for timely payment of all Rent, without delay or deferral. In all other cases, if, after damage or destruction to the Premises, Tenant is unable to continue to use the Premises for the Permitted Use, or if Tenant is only able to use a portion of the Premises for the Permitted Use, then all Rent shall be deferred, or a pro rata portion of the Rent shall be deferred, as applicable, from the date of such damage or destruction and shall resume five (5) Business Days after written notice from Landlord that Landlord's restoration is complete. Upon resumption of Rent after Landlord's written notice that restoration is complete, so much of the Base Rent as comprises repayment (according to the terms set forth on Exhibit 9.C.ii) of any Landlord Advance(s), shall be adjusted to fully amortize all unpaid interest accrued on such Landlord Advance(s) during the period of such deferral, whereupon Landlord shall cause the Milwaukee County Comptroller's Office (or its designee) to deliver to Tenant an adjusted schedule of level semi-annual payments (like the adjusted scheduled to be provided under Paragraph 4 of Exhibit 9.C.ii) sufficient to retire the remaining unpaid principal balance of such Landlord Advance(s) plus such accrued, deferred interest. The Expiration Date, however, shall not change.

D. EFFECT OF TERMINATION. If this Lease is terminated by either Party pursuant to the terms and provisions of Section 17.A, then all Rent shall be prorated to the date of such damage or destruction, and all Insurance Proceeds shall be retained (i) by Tenant if the policy yielding such Insurance Proceeds was obtained pursuant to Section 14.B of this Lease and (ii) by Landlord if the policy yielding such Insurance Proceeds was obtained pursuant to Section 14.C of this Lease; provided, however, that any Insurance Proceeds paid pursuant to the Deductible Rider shall be divided equally between the Parties.

18. Surrender.

A. CONDITION OF PREMISES. On the Expiration Date, or upon any reentry by Landlord upon the Premises pursuant to Section 20, Tenant shall quit and surrender the Premises, together with all Alterations (except those Alterations required to be removed pursuant to Section 10) that may have been made or installed in, on or to the Premises before or during the Term, to Landlord free and clear of all occupants, subtenants, and licensees, "broom-clean" and in the same order, condition, and repair as on the Effective Date, and as Tenant is obligated to maintain the same under this Lease, excepting only (i) ordinary wear and use (subject to Tenant's compliance with Section 9.B), (ii) Pre-existing Environmental Conditions, and (iii) those instances of damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration.

i. Tenant shall, on or before the Expiration Date, and at its sole cost, remove from the Premises all of the following: (i) all of Tenant's Removable Property (except such items thereof as Landlord may have expressly permitted to remain, which property shall become the property of Landlord); and (ii) to the extent specified by Landlord pursuant to Section 10.B, all Tenant's Removable Alterations made by or on behalf of Tenant. Tenant shall repair any damage to the Premises or the Building resulting from the installation or removal of Tenant's Removable Property and of Tenant's Removable Alterations.

ii. On the Expiration Date, Tenant shall also, in accordance with all Legal Requirements, at Tenant's sole cost, and to Landlord's reasonable satisfaction, remove any and all Hazardous Materials placed in the Premises by Tenant or by its agents, invitees, employees, or contractors, and Tenant shall be responsible for all costs (including, but not limited to, those resulting from monitoring, clean-up or compliance in accordance with all Legal Requirements) incurred with respect to any Hazardous Materials placed upon the Premises by Tenant or by its agents, invitees, employees, or contractors, after the Commencement Date.

B. LANDLORD'S PROPERTY. Other than (i) Tenant's Removable Property and (ii) Tenant's Removable Alterations, all Alterations, fixtures, equipment, improvements, and appurtenances attached to or built into the Premises at the commencement of or during the Term (including Landlord's Work), whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, and thus shall, immediately upon completion, be deemed the property of Landlord (altogether, "**Landlord's Property**") and shall not be removed by Tenant.

C. TENANT'S REMOVABLE PROPERTY AND TENANT'S REMOVABLE ALTERATIONS. All of Tenant's Removable Property shall be and shall remain the property of Tenant, and may be removed by Tenant at any time during the Term. All of Tenant's Removable Alterations shall also remain the property of Tenant, but shall be removed by Tenant only upon the Expiration Date.

D. ABANDONED PROPERTY. All items of Tenant's Removable Property and Tenant's Removable Alterations that shall remain in the Premises after the Expiration Date, or within ten (10) Business Days following an earlier termination of this Lease, may at the option of Landlord be deemed abandoned, and in such case such items may either be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

19. Condemnation.

If all or part of the Premises shall be condemned by any governmental agency or political subdivision, then the Term shall end as of the date that title to the Premises is taken, and all proceeds of the award that are paid in compensation for taking of property interests shall be allocated in the following priority: (a) all proceeds attributable to the Land shall belong to Landlord; (b) all proceeds relating to the Building shall belong to the Landlord other than proceeds allocable to Tenant's Removable Property, to any removable Alterations, and to any other Premises leasehold improvements which shall belong to Tenant; and (c) all proceeds allocable to Tenant's leasehold interest shall belong to Tenant. Tenant shall also maintain and be entitled to assert all claims that Tenant may have (including, without limitation, claims arising under Wis. Stat. chapter 32) for Tenant's relocation from the Premises. Landlord agrees it will not cause or endorse the condemnation of the Premises, or other areas to which Tenant is granted rights pursuant to this Lease, in whole or in part.

20. Default.

A. TENANT DEFAULT. The following occurrences are each an “**Event of Tenant Default**”:

i. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

ii. Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant or a receiver or trustee is appointed for all or substantially all of Tenant’s Removable Property and assets and the proceeding is not dismissed or the receivership or trusteeship is not vacated within thirty (30) Business Days after institution or appointment; or

iii. Tenant fails to perform or comply with any of its other material obligations hereunder and such material failure continues for a period of ninety (90) Business Days Landlord delivers written notice specifying, in reasonable detail, the pertinent Event(s) of Tenant Default (provided, however, that such period of ninety (90) Business Days shall be extended for such additional time, not to exceed sixty (60) additional Business Days, as may be reasonably necessary to cure such default, so long as Tenant is diligently pursuing cure of the default in good faith).

If any one or more Events of Tenant Default set forth above occur, then Landlord may elect: (i) to cure the pertinent default(s), in which case Tenant shall, within thirty (30) days after Landlord’s written demand for the same, reimburse Landlord for all actual and reasonable out-of-pocket and expenses incurred in completing such cure; (ii) to terminate this Lease on a date not less than ten (10) Business Days after Landlord delivers the requisite notice; or (iii) to pursue any other remedy available at law or in equity. Any act or thing done by either Party pursuant to the provisions of this Section 10.A shall not be construed as a waiver of any covenant, term or condition contained in this Lease.

B. LANDLORD DEFAULT. Landlord’s failure to perform any of its material obligations hereunder shall constitute a default if such material failure continues for more than ninety (90) Business Days after written notice from Tenant describing the material failure. If Landlord fails to perform any of its material obligations hereunder and such material failure continues for a period of ninety (90) Business Days after Tenant delivers written notice of such default (provided, however, that such period of ninety (90) Business Days shall be extended for such additional time, not to exceed sixty (60) additional Business Days, as may be reasonably necessary to cure such default, so long as Landlord is diligently pursuing cure of the default in good faith), Tenant may elect: (i) to cure the default, in which case Landlord shall reimburse Tenant for all actual and reasonable out-of-pocket and expenses incurred in completing such cure; (ii) to terminate this Lease on a date not less than ten (10) Business Days after Tenant delivers the requisite notice; or (iii) to pursue any other remedy available at law or in equity. Any act or thing done by either party pursuant to the provisions of this Section shall not be construed as a waiver of any covenant, term or condition contained in this Lease.

21. Landlord’s Right to Audit. Tenant shall, not less than annually, submit to the Milwaukee County Office of the Comptroller copies of Tenant’s audited financial statements. Furthermore, Tenant, its officers, directors, agents, partners and employees shall allow the County Audit Services (“**Designated Personnel**”), and any other party the Designated Personnel may name, with or without notice, to audit, examine, and make copies of any and all records of Tenant related to matters under this

Lease for a period of up to three years following the Expiration Date. Any of Tenant's contractors or subcontractors performing work under this Lease will be bound by the same audit terms as Tenant. All contracts, subcontracts, or other agreements for work performed under this Lease will include written notice that the parties understand and will comply with the requirement contained in Milwaukee County *Ordinances* § 34.095.

22. Tenant's Operating Covenants.

A. [Intentionally omitted.]

B. **NONDISCRIMINATION.** Tenant shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap.

C. **CONFLICTS OF INTEREST.** During the Term, Tenant shall not hire, retain or utilize for compensation any member, officer, or employee of Landlord who, to the actual knowledge (without inquiry) of the principal officers of Tenant, (i) has a relationship with Landlord and who (ii) could use his or her position with Tenant to gain or attempt to gain anything of substantial value for the private benefit of such person, or of his or her immediate family, or of Landlord. Furthermore, Tenant shall, during the Term, remain materially in compliance with Tenant's conflicts of interest policies in effect from time to time with respect to Tenant's board members and staff, which policies are, as of the Effective Date, in effect in the forms set forth on Exhibit 22.C attached to and made a part of this Lease. Finally, Tenant hereby states that it is familiar with 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 employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."

D. **RECORDS.** Tenant acknowledges that Landlord is bound by the Wisconsin Public Records Law, Wis. Stat. §§ 19.21-19.39, and by the public records provisions of Wis. Stat. Ch. 19, Subchapter II. Accordingly, Tenant shall assist Landlord in retaining and producing records that are subject to the Wisconsin Public Records Law, and shall assist Landlord in satisfying production requests that are related to the Premises by timely providing, as available, disclosable records specified by Landlord; provided, however, that Tenant shall not be required to produce for disclosure any records that may reasonably be kept in confidence pursuant to any provision of any applicable Legal Requirements. Tenant's failure to so assist Landlord shall constitute a material breach of this Lease.

E. **MODIFICATIONS TO MEMBERSHIP.** During the Term, Tenant shall not, without Landlord's expressed written consent, amend the provisions set forth in Section 2.2 of Tenant's Bylaws (adopted by Tenant's board of directors on March 10, 2005, as amended by resolutions adopted March 17, 2009 and April 12, 2011) concerning appointments to Tenant's board of directors by the County Executive of Milwaukee County; provided, however, that Landlord's consent shall not unreasonably be withheld, conditioned, or delayed.

23. Notices. Any notices under this Lease must be in writing and must be sent by (i) personal delivery, (ii) by United States registered or certified mail (postage prepaid), (iii) by electronic mail (with a copy sent the same day by one of the other prescribed methods of delivery) or (iv) by an independent overnight courier service, addressed to the addresses specified below or at such other place as a Party may designate to the other Parties by written notice given in accordance with this Section. Notices given by registered or certified mail are deemed effective three (3) Business Days after the Party

sending the notice deposits the notice with the United States Post Office. Notices given by electronic mail are deemed effective on the Business Day transmitted (or, if transmitted on a day that is not a Business Day, then on the next occurring Business Day). Notices delivered by overnight courier are deemed effective on the next Business Day after the day the Party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery.

If to Landlord: Milwaukee County Department of Administrative Services
Attn: Director
901 North Ninth Street
Courthouse, Room 308
Milwaukee, WI 53233
Email: teig.whaley-smith@milwaukeecountywi.org

With a copy to: Milwaukee County
Office of the Corporation Counsel
Attn: Corporation Counsel
901 North Ninth Street
Courthouse, Room 303
Milwaukee, WI 53233
Email: paul.kuglitsch@milwaukeecountywi.org

Milwaukee County Office of the Comptroller
Attn: Comptroller
901 North Ninth Street
Courthouse, Room 301
Milwaukee, WI 53233
Email: scott.manske@milwaukeecountywi.org

If to Tenant: Marcus Center for the Performing Arts, Inc.
929 North Water Street
Milwaukee, WI 53202-3122
Attention: President and Chief Executive Officer
Email: pmathews@marcuscenter.org

With a copy to: Marcus Center for the Performing Arts, Inc.
929 North Water Street
Milwaukee, WI 53202-3122
Attention: Vice President and Chief Operating Officer
Email: dhecht@marcuscenter.org

And to: Polsinelli PC
150 N Riverside Plaza
Suite 2900
Chicago, IL 60606
Attn: Michael J. Ostermeyer
Email: mostermeyer@polsinelli.com

Any Party may change the person or address to whom or which notices are given with respect to such Party hereunder; provided, however, that any such modification shall be deemed to have been given hereunder only when actually received by the Party to which it is addressed. Each Party shall be

entitled to rely on all communications which purport to be given on behalf of any other Party and purport to be signed by an authorized signatory of such Party or their above indicated attorneys.

24. Force Majeure. If either Party is prevented by Unavoidable Delay from performing an obligation imposed upon it hereunder within the time specified, then the time within which such Party was to perform shall be extended for a period equal to the pertinent Unavoidable Delay.

25. Provisions Severable. If any provision of this Lease shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

26. Applicable Law. This Lease shall be governed by and construed under the Legal Requirements of the State of Wisconsin.

27. Independent Review/Neutral Construction. Each Party has had the opportunity to consult independent counsel regarding this Lease. The language used in this Lease shall be deemed to be the language chosen by all of the Parties to express their mutual intent and no rule of strict construction shall apply against any party by virtue of their role in drafting the documentation.

28. Captions. The section headings in this Lease are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Lease.

29. No Waiver of Rights. The failure of any party to insist, in any one or more instances, upon performance of the terms or conditions of this Lease shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

30. Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Parties. All negotiations, considerations, representations and understandings between the Parties are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. The entire agreement between the Parties respecting the Lease of the Premises and all matters covered or mentioned in the Lease is contained in this Lease, which expressly incorporates all of the following:

- Addendum I: Contribution Agreement
- Exhibit 2.A: Legal Description of the Land
- Exhibit 3.A: Legal Description of the Air Rights Parcel
- Exhibit 8.B: Description of the Bonds and Bond Financed Property
- Exhibit 9.A.i-1: List of Utility Fixtures
- Exhibit 9.A.i-2: Utilities Site Plan
- Exhibit 9.A.ii: Riverwalk Area
- Exhibit 9.A.iii: Landlord's Work
- Exhibit 9.C.ii: Repayment of Landlord Advances
- Exhibit 14.A: Tenant Insurance Requirements
- Exhibit 22.C: Conflicts Policies (Board and Staff)

Accordingly, this Lease shall supersede and replace all prior agreements, amendments, leases or subleases to which Landlord and Tenant are parties relating to the use, possession and occupancy of the Premises. Except as provided in Section 4.B, this Lease may not be altered, changed, or amended except by an instrument in writing signed by both Parties.

31. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Executed counterparts of this Lease may be delivered by electronic mail, and failure to deliver an executed original shall not affect the enforceability of this Lease, it being expressly agreed that each Party shall be bound by its own emailed signature and shall accept the emailed signature of the other Party.

32. Authorization. Each party to this Lease represents and warrants to the other Party that the execution and delivery of this Lease by the signatory signing below has been duly authorized by all appropriate action and is sufficient to legally bind the signing party without joinder or approval on any other party.

33. Amendments. This Lease may not be amended, changed, altered or modified except in writing signed by all of the Parties.

34. Recordation. The Parties agree that a memorandum of this Lease shall be recorded with the Register of Deeds Office for Milwaukee County, State of Wisconsin.

35. Prior Lease. Tenant occupied the Premises under the 1954 Agreement, as amended. Each of Tenant and Landlord understands and agrees that each such Party shall be and remain liable for the payment of all sums due or accrued and for the performance and keeping of all the covenants, agreements and obligations under the 1954 Agreement, as amended, to be performed, paid and kept by such Party prior to the Effective Date. Commencing with the Effective Date, the terms and conditions of this Lease shall supersede and replace in their entirety, the terms and conditions of the 1954 Agreement, as amended, with respect to Tenant's use and occupancy of the Premises.

36. Relationship. Nothing contained herein or in any other instrument or agreement between Landlord and Tenant shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture, or of a fiduciary between Landlord and Tenant. Wherever in this Lease it is provided that an action of Tenant requires prior approval by Landlord, such approval shall be conclusively presumed to have been so granted if granted by the Landlord's Director of Administrative Services, unless otherwise noted herein.

37. Definitions. For purposes of this Lease:

i. **"Business Days"** shall mean every calendar day Monday through Friday, inclusive, but excluding legal holidays of the United States of America and of the state where the Premises are located. By comparison, **"days"** shall mean every calendar day; provided that if a period identified as lasting for a specified number of "days" shall end on a calendar day that is not a Business Day, then such period shall be deemed to end on the next occurring Business Day.

ii. **"Control"** means the full power and legal authority to direct and control the business, operations, decisions and actions of the subject person or entity.

iii. **“Hazardous Materials”** means any material or substance that is regulated from time to time by any local, state or federal law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, or decrees now or hereafter promulgated thereunder. **“Hazardous Materials”** includes any and all material or substances that are defined as “hazardous waste,” “extremely hazardous waste,” or a “hazardous material” pursuant to Legal Requirements.

iv. **“Landlord Parties”** means Landlord (including any person or entity which Controls, is Controlled by, or is under common Control with Landlord) and its (and their) respective officers, directors, shareholders, constituent partners, members, managers, principals, employees, staff, consultants, contractors, agents and professional advisors.

v. **“Legal Requirements”** shall mean all present and future statutes, laws, codes, regulations, ordinances, orders, rules, bylaws, administrative guidelines, requirements, directives and actions of any federal, state or local governmental or quasi-governmental authority that are applicable to the Premises; all recorded easements and licenses, recorded building and use restrictions, and other recorded covenants that are applicable to the Premises; and all other legal requirements of whatever kind or nature that are applicable to the Premises; provided however, that “Legal Requirements” shall not include any legislative or administrative measures enacted or adopted by Landlord that, if enforced against or with respect to Tenant, would have the effect of increasing, by reference to the Effective Date, Tenant’s obligations under the terms and conditions expressly set forth in this Lease.

vi. **“Private Business Use”** means direct or indirect use in a trade or business carried on by any person other than a state or local government unit (as defined in Section 1.103-1 of the Treasury Regulations) or where an organization described in Section 501(c)(3) of the Code is treated as a state or local government unit (as defined in Section 1.103-1 of the Treasury Regulations) with respect to its activities which are not unrelated trades or businesses (without regard to whether the activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code), as determined under Section 513(a) of the Code.

vii. **“Rent”** means all Base Rent (if any) and all Additional Rent (if any).

viii. **“Substantially Damaged”** means damage of such a character that (i) the Premises are rendered unusable for the Permitted Uses and (ii) the Premises cannot, in the ordinary course, reasonably be expected to be repaired within one hundred twenty (120) Business Days from the time that repair work would commence, as determined by a contractor reasonably satisfactory to Landlord.

ix. **“Tenant Delay”** means any of the following: (i) any request by Tenant that Landlord delay the commencement or completion of Landlord’s Work for any reason; (ii) any material change in any of the Development Plans requested by Tenant; (iii) any material interference by Tenant with Landlord’s Work; or (iv) any other failure of any Tenant Party duly and timely to observe the terms, covenants, and conditions of this Lease.

x. **“Tenant Parties”** means Tenant (including any person or entity which Controls, is Controlled by, or is under common Control with Tenant) and its (and their) respective officers, directors, shareholders, constituent partners, members, managers, principals, employees, staff, consultants, contractors, agents and professional advisors.

xi. **“Unavoidable Delay”** means any delay or prevention suffered by either Party in performing any of its respective obligations because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, litigation that results in an injunction prohibiting or otherwise delaying the continuity of construction or other acts under this Lease, as well as other reasons not within the reasonable control of the Party delayed in performing or prevented from performing any such obligation(s).

Signatures Appear on Following Page

COUNTY DRAFT 06.27.18

This Lease has been executed by the Parties as of the Effective Date.

Landlord:
Milwaukee County

By: _____
Chris Abele, County Executive

Tenant:
Marcus Center for the Performing Arts, Inc.,
a Wisconsin non-stock corporation

By: _____
Jerome M. Janzer, Chairman

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

By: _____ Date: _____
Risk Management

Approved for execution:

By: _____ Date: _____
Corporation Counsel

*Approved as to funds available per
Wisconsin Statutes Section 59.255(2)(e):*

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

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

By: _____ Date: _____
Corporation Counsel

Addendum I

Contribution Agreement

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CONTRIBUTION AGREEMENT

This Contribution Agreement (“Agreement”) is made and entered into this ____ day of 4/8/2016, 20__, by and between Milwaukee County, a municipal body corporate (the “County”), and the Marcus Center for the Performing Arts, Inc., a not-for-profit corporation organized without capital stock for the purposes set forth in Wis. Stats. §§ 45.72 and 45.75 (the “Corporation”).

WHEREAS, in 1969, the second building of the Milwaukee County War Memorial Project, later renamed the Marcus Center for the Performing Arts (the “Center”) was built with private funds as a living memorial to all who gave their lives in the service of our country, and deeded to the County as a public trust for the preservation and enrichment of the performing arts; and

WHEREAS, the County and the Corporation, and predecessors thereof, have operated the Center under the 1954 War Memorial Agreement, a 1963 Amendment submitted for adoption on February 3, 1966 (as to the site location of a music hall from the lakefront to the riverfront), and two memorandums of understanding dated August 1, 1993 and January 15, 1999, for the operation, administration and maintenance of the Center; and

WHEREAS, from 2004 through 2015, the County has continued to provide annual operating and capital support of varying amounts to the Corporation for the express purpose of operating, administering and maintaining the Center through its annual budget process; and

WHEREAS, Wis. Stats. § 45.72(4) permits the County to continue appropriating monies to support veterans memorials; and

WHEREAS, the County is committed to support the operations and continued success of the Corporation, as it provides valuable cultural activities, performing arts programming, veteran’s programming and educational opportunities for the public; now, therefore,

IT IS HEREBY understood and agreed by the parties as follows:

- 1. The County shall pay operating support (“Operating Support”) to the Corporation on a quarterly basis for the next ten (10) years, in the following amounts:

2016	\$950,000	2021	\$700,000
2017	\$900,000	2022	\$650,000
2018	\$850,000	2023	\$600,000
2019	\$800,000	2024	\$550,000
2020	\$750,000	2025	\$500,000

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Thereafter, the Corporation shall be independent from the County for purposes of operational expenditures of the Center. Upon completion of the ten year Contribution Agreement, the Corporation and the County will mutually evaluate the potential need for a level of continued financial support solely for the Center’s function as a Milwaukee County War Memorial.

2. The County shall conduct a building assessment in 2016 to identify any unknown deficiencies and/or capital maintenance needs and provide such report to the Corporation. The County shall provide annual capital support to the Corporation (“Capital Support”) on an annual basis through the remainder of the ten (10) year support period, as set forth below:

2017	\$3,618,868	2022	\$ 773,000
2018	\$ 694,782	2023	\$ 860,000
2019	\$ 589,000	2024	\$ 780,000
2020	\$ 460,000	2025	\$ 500,000
2021	\$ 800,000	2026	\$ 750,000

Thereafter, the Corporation shall be independent from the County for purposes of capital funding support. The annual amounts for years 2017-2021 shall be spent in accordance with the project plan(s) submitted to the County and for the projects listed on Appendix A. County shall be responsible for completing the repairs specified in Appendix A pursuant to a scope developed by the County (“Landlord’s Work”). Landlord is responsible for any cost overruns on Landlord’s Work. Landlord and Tenant each shall comply with applicable County Ordinances, building codes, state statutes and federal regulations in the completion of the maintenance and repairs for which each is responsible. This includes, without limitation, the public works bidding requirements applicable to each entity, if any. All project costs are in 2015 dollars, and will be updated as part of the County’s annual county capital budget process. In the event the project(s) are not completed as presented to the County, the Corporation may not be entitled to the receipt of all or a portion of the Capital Support for that year, as determined by the Director of Administrative Services for the County.

3. During the term of the Operating Support and Capital Support each payment shall be contingent on the Corporation providing quarterly and annual financial reports, and that on an annual basis the Corporation shall report that it:
 - a. Continued to operate in the Center;
 - b. Continued to operate the Center as a War Memorial as described in section 4 below.
 - c. Continued to provide, on commercially reasonable terms, performance space to the performing arts groups as described in section 5 below.

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- d. Continued to provide space to host community events, such as the Dr. Martin Luther King Jr. Birthday Celebration, as described in Section 5 below.
 - e. Continued compliance with the restrictions on private business use of the Center as set forth in the Lease Agreement between the County and the Corporation.
4. The Corporation shall continue to govern, administer, operate and maintain the Center as a War Memorial in perpetuity and annually host a Flag Day Celebration to honor veterans and service personnel for their heroic service, in addition to providing other various programming and resources throughout the year in coordination with local veterans' organizations.
 5. The Corporation shall continue to govern, administer, operate and maintain the Center consistently with its vision, to "[serve] as a gathering place for diverse cultures, by providing the setting for outstanding cultural experiences and events, where the arts come to life for current and future generations." This shall include:
 - a) Serving as the home of various local non-profit performing arts groups, including but not limited to, the Milwaukee Symphony Orchestra, the Milwaukee Ballet, the Florentine Opera, the Milwaukee Youth Symphony, First Stage, Festival City Symphony, and the Black Arts Think Tank (BATT) collaboration.
 - b) Presenting an annual series of touring Broadway productions;
 - c) Hosting the following free community programs on an annual basis: Dr. Martin Luther King Jr. Birthday Celebration, Cantos de las Americas, KidZ Days at the Center, KidZ Days in the City;
 - d) Making every effort to continue to offer a variety of free programs and services aimed at the general public, such as Opening our Doors, the Morning Glory Fine Craft Fair, Peck Flicks, Family First Nights and Arts Connect;
 6. The Corporation will continue to fund a full-time senior management position dedicated to diversity and community engagement;
 7. A concerted effort will be made to ensure the Corporation's staff and board of directors continues to mirror the diversity of the community;
 8. To uphold its commitment to serving the community and insure it remains accountable for its efforts, the Corporation shall annually present an activity report to the Milwaukee County Board of Supervisors, highlighting its accomplishments, veteran-related programming and its dedication to diversity, serving at-risk populations and community engagement.
 9. This Agreement contains all the covenants and agreements between the County and the Corporation relating in any manner to funding of the Center and other

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matters set forth in this Agreement. No prior oral agreements or understanding pertaining thereto shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the County's Director of the Department of Administrative Services and the Corporation. The County and the Corporation reserve the right to modify and amend this Agreement without the joinder or approval of any other party, except as otherwise set forth herein.

10. Failure or inability of the Corporation to materially fulfill its obligations under this Agreement shall relieve the County of its obligations under this Agreement. Specifically, if the Marcus Center is transferred pursuant to 2015 Act 60, §155, to a district created under subchapter II of Wis. Stat. Ch. 229, the County shall be relieved of its obligation to provide financial or other support.
11. Nothing herein shall restrict or limit the ability of Milwaukee County to provide additional funds, or substitute funds, if an alternate source of financing is identified such as a cultural sales tax.
12. During the course of this agreement, the Corporation will establish and maintain a restricted capital reserve fund account to meet the annual capital obligations of the Center. The Corporation will deposit into such reserve on an annual basis an amount equal to the greater of five percent of its annual operating budget or \$250,000. The Corporation will be allowed to reduce the fund by annual expenditures for capital needs required and relating to stage, security, box office, technology, front of house or any other required improvements in the building or the building systems.
13. Any provision of this Agreement which shall prove to be invalid, or illegal, unenforceable shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect, provided that the invalidity, unenforceability or illegality does not render the general purposes of this Agreement incapable of being effected.

[SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: E525A5F9-D936-4C4E-9A14-1259C9BF34B8

MILWAUKEE COUNTY

DocuSigned by:
By: Chris Abele Date: 4/11/2016
Chris Abele
County Executive

DocuSigned by:
By: Scott Manske Date: 4/8/2016
Scott Manske
County Comptroller

DocuSigned by:
By: Paul Bargen Date: 4/8/2016
Paul Bargen
Corporation Counsel

MARCUS CENTER FOR THE PERFORMING ARTS, INC.

DocuSigned by:
By: Paul Mathews Date: 4/8/2016
Paul Mathews
President and CEO

DocuSigned by:
By: Richard Hecht Date: 4/8/2016
Richard Hecht
Vice President and COO

DocuSign Envelope ID: E525A5F9-D936-4C1E-9A14-1259C9BF34B8

Appendix A

Project	Budget	Target Completion
HVAC Upgrade	\$3,618,868	2017
Center Stage Lifts	\$694,782	2018
Elevator Modernization	\$589,000	2019
Roof Replacement	\$460,000	2020
Pedestrian Pavement Replacement	\$800,000	2021
Pedestrian Pavement Replacement	\$773,000	2022
Pedestrian Pavement Replacement	\$860,000	2023
Pedestrian Pavement Replacement	\$780,000	2024
Todd Wehr Theater Entrance	\$500,000	2025
Exterior Fountain	\$750,000	_ 2026

Exhibit 2.A

Legal Description of the Land

THAT PART OF LOTS ONE (1) TO FIVE (5) INCLUSIVE LYING SOUTH OF AND ADJACENT TO THE PRESENT SOUTH LINE OF EAST STATE STREET IN FISCHER'S SUBDIVISION, A RECORDED SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 22 EAST; ALSO ALL OF LOTS ONE (1) TO SIX (6) INCLUSIVE AND THAT PART OF LOT SEVEN (7) LYING NORTH OF AND ADJACENT TO THE PRESENT NORTH LINE OF EAST KILBOURN AVENUE IN BLOCK FORTY-EIGHT (48); THAT PART OF LOT ELEVEN (11) LYING SOUTH OF THE PRESENT SOUTH LINE OF EAST STATE STREET IN BLOCK FORTY-NINE (49); ALL OF LOTS TWO (2) TO SEVEN (7) INCLUSIVE AND THAT PART OF LOT EIGHT (8) LYING NORTH OF THE PRESENT NORTH LINE OF EAST KILBOURN AVENUE, AND THAT PART OF LOT ONE (1) LYING SOUTH OF THE PRESENT SOUTH LINE OF EAST STATE STREET IN BLOCK FIFTY-THREE (53), ALL LYING AND BEING IN THE PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 22 EAST INCLUDING THEREIN THAT PORTION OF THE VACATED STREET FORMERLY MARTIN STREET LYING BETWEEN THE NORTH LINE OF LOT ONE (1) IN BLOCK FORTY-EIGHT (48) AND THE SOUTH LINE OF LOT ELEVEN (11) IN BLOCK FORTY-NINE (49); ALL OF THE VACATED ALLEY IN BLOCK FIFTY-THREE (53) AND THE FILLED IN SPACE, VARIOUSLY DESIGNATED AS CANAL OR BAYOU, LOCATED BETWEEN THE WESTERLY BOUNDARY OF SAID BLOCK FIFTY-THREE (53) OF THE PLAT OF MILWAUKEE LYING EAST OF THE RIVER AND THE EASTERLY BOUNDARY OF EDISON (RIVER) STREET AS SHOWN IN VOLUME "E" OF DEEDS ON PAGE 186 IN THE OFFICE OF THE REGISTER OF DEEDS OF MILWAUKEE COUNTY LYING BETWEEN THE PRESENT SOUTH LINE OF EAST STATE STREET AND THE PRESENT NORTH LINE OF EAST KILBOURN AVENUE AND ALL OF VACATED NORTH EDISON STREET LYING BETWEEN THE PRESENT SOUTH LINE OF EAST STATE STREET AND THE PRESENT NORTH LINE OF EAST KILBOURN AVENUE, EXCEPTING FROM THE AFORESAID DESCRIPTIONS THE FOLLOWING DESCRIBED PARCEL, TO WIT:

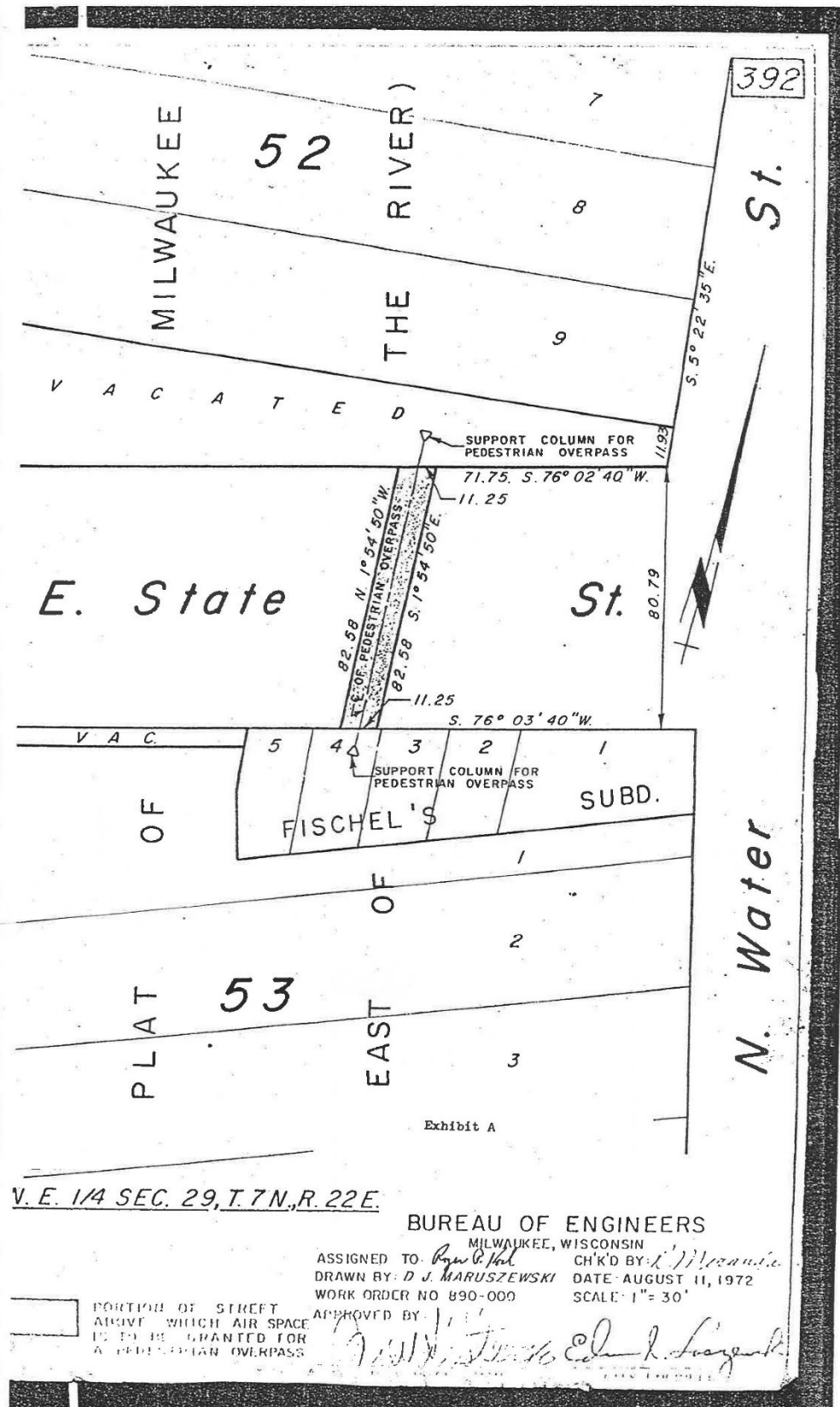
THAT PART OF LOT ONE (1) IN FISCHER'S SUBDIVISION AND THAT PART OF LOTS ONE (1) TO EIGHT (8) INCLUSIVE IN BLOCK FIFTY-THREE (53) IN PLAT OF THE TOWN OF MILWAUKEE ON THE EAST SIDE OF THE RIVER ALL LYING AND BEING IN THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 22 EAST BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF BLOCK FIFTY-THREE (53), SAID POINT BEING 50 FEET N. 19°25'10" W. OF THE SOUTH EAST CORNER OF SAID BLOCK FIFTY-THREE (53), AND BEING THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE N. 19°25'10" W. ALONG THE EAST LINE OF BLOCK FIFTY-THREE (53), 313.03 FEET TO A POINT; THENCE S. 13°56'41" E., 314.42 FEET TO A POINT; THENCE N. 70°39'50" E., 30 FEET TO THE PLACE OF BEGINNING. ALL LYING AND BEING IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Exhibit 3.A

Legal Description of the Air Rights Parcel

Description of a portion of East State Street between North Water Street and North Edison Street above which air space is to be granted from an elevation of not less than 24 feet above the present grade of East State Street to an elevation of not more than 37 feet above the present grade of East State Street, in the 4th Aldermanic District.

That part of East State Street in the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, described as follows: Commencing at the southeast corner of Lot 9 in Block 52, Plat of Milwaukee (East of the River), a recorded subdivision in said 1/4 Section, said corner also lying in the east line of said Block 52 in said subdivision; running thence South 5° 22' 35" East along the east line of said Block 52 extended southerly, 11.93 feet to a point in the present northerly line of East State Street; thence South 76° 02' 40" West along the present northerly line of East State Street, 71.75 feet to the point of beginning of the land to be described; thence South 1° 54' 50" East, 62.58 feet to a point in the present southerly line of East State Street; thence South 76° 03' 40" West along said present southerly line of East State Street 11.25 feet to a point; thence North 1° 54' 50" West, 62.58 feet to a point in the present northerly line of East State Street; thence North 76° 02' 40" East along said present northerly line of East State Street 11.25 feet to the point of beginning.



V. E. 1/4 SEC. 29, T. 7 N., R. 22 E.

BUREAU OF ENGINEERS

MILWAUKEE, WISCONSIN

ASSIGNED TO: *Ryan P. Hal*
DRAWN BY: D. J. MARUSZEWSKI
WORK ORDER NO 890-000

CH'KD BY: *L. J. Wozniak*
DATE: AUGUST 11, 1972
SCALE: 1" = 30'

PORTION OF STREET ABOVE WHICH AIR SPACE IS TO BE GRANTED FOR A PEDESTRIAN OVERPASS

APPROVED BY: *[Signature]*

Exhibit 8.B

Description of the Bonds and Bond Financed Property

Marcus Center Debt Financed Projects

Building/Asset	Original Bond Issue	Current Bond Issue	Project Number	Project Name	Original Project Amount	Refunded Project Amount	Qualified 501(c)(3) Proceeds	Bond Issue Name	Final Maturity Date
Marcus Center	2009F	2009F	WO038	Marcus Center HVAC Upgrade	\$ 667,000	-	\$ 4,201,526	\$15,610,000 General Obligation Promissory Notes, Series 2009F	8/1/2019
Marcus Center	2009F	2009F	WO03901	Marcus Center - Peck Pavilion Space Frame Renovation	412,000	-	4,201,526	\$15,610,000 General Obligation Promissory Notes, Series 2009F	8/1/2019
Marcus Center	2009F	2009F	WO508	Marcus Center - Pedestrian Pavement Replacement	300,997	-	4,201,526	\$15,610,000 General Obligation Promissory Notes, Series 2009F	8/1/2019
Marcus Center	2010B	2010B	WO038	Marcus Center HVAC Upgrade	504,000	-	3,562,913	\$12,325,000 General Obligation Promissory Notes, Series 2010B	10/1/2018
Marcus Center	2010D	2010D	WO038	Marcus Center HVAC Upgrade	501,000	-	2,024,436	\$9,770,000 General Obligation Promissory Notes, Series 2010D	10/1/2020
Marcus Center	2001A	2011A	WO855021	Marcus Center Elevator Rehabilitation	140,000	-	-	\$35,095,000 General Obligation Refunding Bonds, Series 2011A	10/1/2018
Marcus Center	2003A	2011A	WO032	Marcus Center Fire Alarm Replacement	75,000	-	-	\$35,095,000 General Obligation Refunding Bonds, Series 2011A	10/1/2018
Marcus Center	2003A	2011A	WO853	Marcus Center River Walk Railing	43,200	-	-	\$35,095,000 General Obligation Refunding Bonds, Series 2011A	10/1/2018
Marcus Center	2003A	2011A	WO855	Marcus Center Elevator Rehabilitation	142,000	-	-	\$35,095,000 General Obligation Refunding Bonds, Series 2011A	10/1/2018
Marcus Center	2001 & 2003	2011A	Various	Combined 2001 & 2003 projects	-	141,998	1,893,199	\$35,095,000 General Obligation Refunding Bonds, Series 2011A	10/1/2018
Marcus Center	2004A	2012A	WO032	Marcus Center Fire Alarm Replacement	223,000	-	-	\$23,105,000 General Obligation Refunding Bonds, Series 2012A	12/1/2020
Marcus Center	2005A	2012A	WO032	Marcus Center Fire Alarm Replacement	282,420	-	-	\$23,105,000 General Obligation Refunding Bonds, Series 2012A	12/1/2020
Marcus Center	2005A	2012A	WO037	Marcus Center-Uihlein Hall Dimming System	464,700	-	-	\$23,105,000 General Obligation Refunding Bonds, Series 2012A	12/1/2020
Marcus Center	2005A	2012A	WO855	Marcus Center Elevator Rehabilitation	3,000	-	-	\$23,105,000 General Obligation Refunding Bonds, Series 2012A	12/1/2020
	2004 & 2005	2012A	Various	Combined 2004 & 2005 projects	-	485,868	2,125,713	\$23,105,000 General Obligation Refunding Bonds, Series 2012A	12/1/2020
Marcus Center	2013A	2013A	WO038	Marcus Center HVAC Upgrade	2,613,600	-	6,621,624	\$26,935,000 General Obligation Corporate Purpose Bonds, Series 2013A	9/1/2023
Marcus Center	2013A	2013A	WO630	MARCUS CENTER ELEC SWITCH GEAR	300,000	-	6,621,624	\$26,935,000 General Obligation Corporate Purpose Bonds, Series 2013A	9/1/2023
Marcus Center	2013A	2013A	WO88803	Uihlein #2 Elevator	452,579	-	6,621,624	\$26,935,000 General Obligation Corporate Purpose Bonds, Series 2013A	9/1/2023
Marcus Center	2006A	2015B	WO036012	Marcus Center - Electrical Substation Upgrade ¹	61,727	32,846	13,928,437	\$14,680,000 General Obligation Refunding Bonds, Series 2015B	10/1/2021
Marcus Center	2016C	2016C	WO038012	Marcus Center HVAC Upgrade	500,000	-	3,095,173	\$3,055,000 General Obligatons Marcus Center Bonds, Series 2016C	9/1/2021
Marcus Center	2016C	2016C	WO116011	Vogel Hall Renovation	295,198	-	3,095,173	\$3,055,000 General Obligatons Marcus Center Bonds, Series 2016C	9/1/2021
Marcus Center	2016C	2016C	WO116012	Vogel Hall Renovation	1,270,750	-	3,095,173	\$3,055,000 General Obligatons Marcus Center Bonds, Series 2016C	9/1/2021
Marcus Center	2016C	2016C	WO888022	Uihlein #1 Elevator	925,108	-	3,095,173	\$3,055,000 General Obligatons Marcus Center Bonds, Series 2016C	9/1/2021
Marcus Center	2007A	2016E	WO887	Marcus Center T.W. Theater/Elec./Lighting Upgrade	132,800	48,770	1,934,470	\$16,330,000 General Obligation Refunding Bonds, Series 2016E	12/1/2022
Marcus Center	2007A	2016E	WO888	Todd Wehr Elevator Modernization	287,800	105,694	1,934,470	\$16,330,000 General Obligation Refunding Bonds, Series 2016E	12/1/2022
Marcus Center	2008A	2017B	WO037	Marcus Center-Uihlein Hall Dimming System ²	200,000	-	-	\$15,075,000 General Obligation Refunding Bonds, Series 2017B	12/1/2023
Marcus Center	2017D	2017D	WO038012	Marcus Center HVAC Upgrade	4,094,000	-	4,231,352	\$4,180,000 General Obligation Marcus Center Notes, Series 2017D	9/1/2020
Total Marcus Center Projects					\$ 14,891,879				

¹ This project was not refunded with qualified 501(c)(3) bonds, but rather with governmental bonds

² This project was not refunded with tax-exempt bonds in 2017. but rather the County used cash to defease any bonds that financed this project.

Exhibit 9.A.i-1

List of Utility Fixtures

NONE

Exhibit 9.A.i-2

Utilities Site Plan

Utility locations as shown on a Plat of Survey with Topographic Data depicting the Premises and prepared by National Survey & Engineering (Survey No. 149924) and dated September 24, 2002.

[COPY OF SURVEY 149924 WILL BE ADDED TO EXECUTED LEASE]

Exhibit 9.A.ii

Riverwalk Area

That part of Lots 1 through 7 in Block 48, part of Lot 11 in Block 49, the vacated Street and unplatted lands adjoining said Blocks, in Plat of Milwaukee, all being in the Northeast 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the intersection of the North line East Kilbourn Avenue and the West line of North Water Street said point being 10 feet North of the south line of Lot 8, Block 53 in said Plat of Milwaukee; thence North 13°44'37" West along said West line 320.94 feet to the south line of East State Street; thence South 76°29'12" West along said south line 421.93 feet to the point of beginning of lands to be hereinafter described; thence South 19°45'01" East 22.77 feet to a point; thence North 75°55'19" East 6.67 feet to a point; thence South 20°23'52" East 215.95 feet to a point; thence South 75°32'47" West 16.72 feet to a point; thence South 21°32'45" East 94.90 feet to a point; thence North 70°53'11" East 17.40 feet to a point; thence South 21°37'06" East 35.86 feet to a point on the North line of East Kilbourn Avenue; thence South 69°40'52" West along said North line 35.97 feet to a point; thence North 21°56'05" West 28.18 feet to a point; thence South 70°25'17" West 29.24 feet to a point on the established Dock Line of the Milwaukee River; thence North 21°47'53" West along said Dock Line 20.44 feet to a point; thence North 21°18'10" West along said Dock Line 283.03 feet to a point; thence South 85°34'26" East 31.85 feet to a point; thence North 04°25'34" East 18.66 feet to a point; thence North 85°34'26" West 7.01 feet to a point; thence North 21°17'13" West 34.06 feet to a point on the South line of East State Street; thence North 76°29'12" East along said South line 4.90 feet to a point; thence South 21°19'20" East 19.47 feet to a point; thence North 73°28'35" East 14.26 feet to a point; thence North 19°49'24" West 18.66 feet to a point on the South line of East State Street; thence North 76°29'12" East along said South line 11.76 feet to the point of beginning.

EXHIBIT

CLIENT

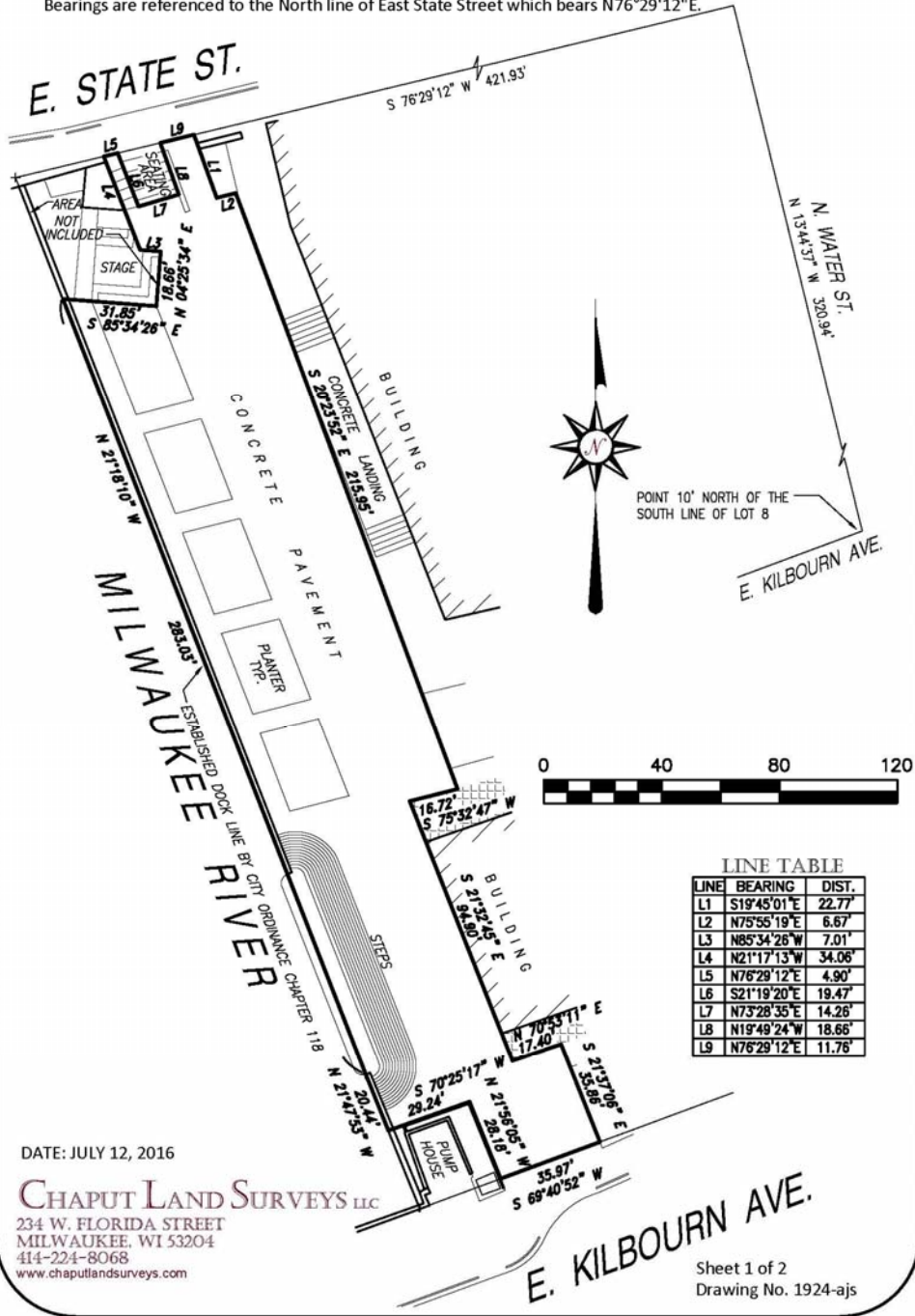
Marcus Center for the Performing Arts

SITE ADDRESS

929 North Water Street, City of Milwaukee, County of Milwaukee, Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to the North line of East State Street which bears N76°29'12"E.



DATE: JULY 12, 2016

CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Sheet 1 of 2
Drawing No. 1924-ajs

Exhibit 9.A.iii

Landlord's Work

Project	Preliminary Development Summary	Budget	Target Commencement	Target Completion
HVAC Upgrade	WO03802 - Final phase to upgrade the HVAC system in the Center. Scope includes replacing equipment that has reached the end of its useful life, provide energy savings and improve indoor air quality and comfort.	\$3,618,868	June, 2017	September, 2017
Center Stage Lifts	WO88804 - Lifts are 46 years old and past their useful life and susceptible to breakdowns. Improvements necessary are: lift plunger/cylinder replacement, fire alarm recall, electrical feeder needs, sprinkler, shunt trip breakers and ventilation and cooling.	\$694,782	June, 2018	August, 2018
Elevator Modernization	WO88805 - Elevator #4 is 21 years old and improvements necessary are: lift plunger/cylinder replacement, fire alarm recall, electrical feeder needs, sprinkler, shunt trip breakers and ventilation and cooling.	\$589,000	June, 2019	September, 2019
Roof Replacement	WO11701 - The entire facility was reroofed in 1993-95. The existing roof is an asphaltic built-up roofing system with a graveled surface. This roofing system is installed over various thickness of insulation on both metal and concrete decks. Life expectancy of the roofing system is 25+ years.	\$460,000	June, 2020	September, 2020

Project	Preliminary Development Summary	Budget	Target Commencement	Target Completion
	Replacement is recommended to protect theaters.			
Pedestrian Pavement Replacement	WO50801 - A master grounds plan highlighting the multi-phased Center's deteriorating concrete and brick walkways and drives is attached. The west plaza area was the first phase completed in 2011. Phased replacement of the areas will be completed in 2024.	\$800,000	June, 2021	September, 2021
Pedestrian Pavement Replacement	WO50801 - A master grounds plan highlighting the multi-phased Center's deteriorating concrete and brick walkways and drives is attached. The west plaza area was the first phase completed in 2011. Phased replacement of the areas will be completed in 2024.	\$773,000	June, 2022	September, 2022
Pedestrian Pavement Replacement	WO50801 - A master grounds plan highlighting the multi-phased Center's deteriorating concrete and brick walkways and drives is attached. The west plaza area was the first phase completed in 2011. Phased replacement of the areas will be completed in 2024.	\$860,000	June, 2023	September, 2023
Pedestrian Pavement Replacement	WO50801 - A master grounds plan highlighting the multi-phased Center's deteriorating concrete and brick walkways and drives is attached. The west plaza area was the first phase completed in 2011.	\$780,000	June, 2024	September, 2024

Project	Preliminary Development Summary	Budget	Target Commencement	Target Completion
Todd Wehr Theater Entrance	<p>Phased replacement of the areas will be completed in 2024.</p> <p>The Todd Wehr Theater exterior entrance stairs and deck are 25 years old and past their useful life. Replacement is necessary. The system is granite stone laid over a dry sand bed and then caulked between joints. Continued freeze thaw and water infiltration over the past 25 years has caused complete failure. Preventative maintenance cannot keep the stairs and deck safe for public use.</p>	\$500,000	June, 2025	September, 2025
Exterior Fountain	<p>The exterior fountain is 46 years old. Continued deterioration of water systems, drainage, electrical failure and granite has moved it past its useful life. The fountain and plaza (pedestrian pavement) need complete replacement. This is noted on the grounds master plan.</p>	\$750,000	June, 2026	September, 2026

Exhibit 9.C.ii

Repayment of Landlord Advances

1. Term. Landlord Advances shall be repaid as Base Rent on a semi-annual schedule that requires twenty (20) level payments of principal and interest over a term of ten (10) years. The semi-annual payments of Base Rent shall be specified in a schedule prepared by the Milwaukee County Comptroller's Office (or its designee) and delivered to Tenant within ten (10) Business Days after the date of every Landlord Advance.

2. Interest Rate. Interest payable on each Landlord Advance shall be determined on the Business Day that the Landlord Advance is disbursed to the Tenant. The applicable interest rate shall be (i) the yield on benchmark 10-year United States Treasury note as of the pertinent disbursement date plus (ii) 75 basis points. The applicable interest rate for each individual Landlord Advance shall be indicated on the schedule required under Paragraph 1, above.

3. Debt Service Coverage Fund. During each calendar year in which any principal balance remains outstanding on any Landlord Advance, Tenant shall maintain a Debt Service Coverage Fund with a fund balance of not less than 125% of the annual debt service amount due during such calendar year with respect to all such Landlord Advances.

4. Prepayment. Tenant may at any time repay to Landlord, without penalty or additional interest, the full outstanding principal amount of any (or all) outstanding Landlord Advance(s), or any part thereof. Within ten (10) Business Days after the date of any such full or partial principal repayment, the Milwaukee County Comptroller's Office (or its designee) shall deliver to Tenant an adjusted schedule of level semi-annual payments sufficient to retire the remaining unpaid principal balance, if any, of such Landlord Advance(s).

5. Grace Period. Tenant shall have a grace period of sixty (60) Business Days following the due date of the semi-annual payments scheduled pursuant to Paragraph 1, above, to pay such amounts, as Base Rent, without penalty.

6. Failure to Pay. If the Tenant fails to make any semi-annual payment scheduled pursuant to Paragraph 1, above, within sixty (60) Business Days after its scheduled due date, Landlord may, call the balance of any or all outstanding Landlord Advances and have the total amount due in not less than sixty (60) additional Business Days.

Exhibit 14.A

Tenant Insurance Requirements

- A. Before the Effective Date, Tenant shall furnish an original or electronic copy of Certificate(s) of Insurance to the Landlord’s Director of Risk Management, which shall be completed by a broker or an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent’s signature, including the signer’s company affiliation, title and phone number, and be sent directly from the agent to Landlord. Landlord shall have no duty to perform under this Lease until such certificate shall have been delivered to Landlord, and no officer or employee other than the Landlord’s Director of Risk Management shall have authority to waive this requirement. The liability limits required can be satisfied through a combination of primary and umbrella policies.
- B. Landlord reserves the right to review the insurance requirements of this section during the Term, but in no instance will Landlord allow modification whereupon Landlord may incur increased risk.
- C. Tenant’s financial integrity is of interest to Landlord, therefore, subject to Tenant’s right to maintain reasonable deductibles in such amounts as are approved by Landlord, Tenant shall obtain and maintain in full force and effect for the duration of this Lease and any extension thereof, at Tenant’s sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated A or better by A.M. Best Company and/or otherwise acceptable to Lesser, in the following types:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation and Employer’s Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate \$1,000,000 on Fire Legal (no sublimit)
Host Liquor Liability	\$1,000,000 Per Occurrence
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Umbrella Liability – Policy will follow form to underlying Employer’s, General, Host Liquor, and Automobile Liability	\$7,000,000 Per Occurrence \$7,000,000 Aggregate

- (1) Name the Landlord and its officers, employees, agents and elected representatives as additional insureds as respects operations and activities of, or on behalf of the named insured performed under contract with Landlord, on Commercial General Liability and Automobile Liability;
- (2) Tenant’s insurance shall be deemed primary with respect to any collectible insurance or self-insurance carried by Landlord for liability arising out of Tenant’s operations under the contract with Landlord;
- (3) State that the Tenant’s insurance is primary without right of contribution from any insurance maintained by Landlord arising out of operations of Tenant.
- (4) Workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of Landlord.

E. Tenant shall notify Landlord in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days’ notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to Landlord at the following address:

Milwaukee County Risk Management
 901 N. 9th Street, RM 302
 Milwaukee, WI 53233

F. In addition, Tenant shall cause its consultants, contractors and subcontractors to have and maintain insurance policies for any **Material Alterations** with at least the following coverages and limits:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation and Employer’s Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Professional Liability – If applicable, required for Construction Managers, Architects, Engineers and Designers	\$2,000,000 Per Occurrence \$2,000,000 Aggregate
Contractor’s Pollution Liability – If applicable, required for General Contractor employed for Material Alteration project(s)	\$1,000,000 Per Occurrence

Tenant shall cause its consultants, contractors and subcontractors to name Milwaukee County as an additional insured on the General, Automobile, and Contractor's Pollution Liability policies. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation and Contractor's Pollution Liability policies as respects to the services provided in this lease. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County. All Carriers must be approved to do business in the State of Wisconsin and be A rated or better per AM Best's Rating Guide. Certificates of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this lease.

- G. It is expressly understood and agreed that all operations of Tenant under this Lease between Landlord and Tenant shall be covered by such policies of insurance or self-insurance as approved by Landlord's Director of Risk Management and that all personal property placed in the Premises shall be at the sole risk of Tenant. The procuring of policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease.

Exhibit 22.C

Conflicts Policies (Board and Staff)

**CONFLICTS OF INTEREST POLICY
MARCUS CENTER FOR THE PERFORMING ARTS, INC.**

Board of Directors

WHEREAS, Marcus Center for the Performing Arts, Inc. (the “Corporation”) is a nonstock, nonprofit corporation duly organized under the laws of the State of Wisconsin, and is organized and operated exclusively for charitable, scientific and educational purposes, rather than for the personal and private benefit of any person;

AND WHEREAS, the Board of Directors of the Corporation (the “Board”) seeks to ensure that any and all persons serving thereupon fully understand the nature, extent and implications of these principles, which at all times shall be deemed fundamental to the existence of the Corporation, and that such persons manifest a complete understanding and acceptance of, and commitment to, these principles;

NOW, THEREFORE, the Board hereby adopts the following Conflicts of Interest Policy:

SECTION I

DEFINITIONS

1.1 Interested Person. Any person serving as a member of this Board who, as of the date of discussion or action by the Board, either: (i) has a direct or indirect Financial Interest, as defined in Section 1.2 below, or (ii) intends, or understands it to be more probable than not, that he or she will acquire such a direct or indirect Financial Interest at any time during the pendency of the proposed transaction or arrangement.

1.2 Financial Interest. An interest, whether through business, investment, or immediate family (spouse, children and parents), which can be described as one or more of the following:

- (i) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- (ii) a Compensation Arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- (iii) a potential ownership or investment interest in, or Compensation Arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

A Financial Interest need not be held as of the date of discussion or action by the Board; rather, it is sufficient, for purposes of this Policy, if, as of the date of discussion or action by the Board, the Interested Person intends, or understands it to be more probable than not, that he or she will acquire a Financial Interest at any time during the pendency of the proposed transaction or arrangement that is the subject of discussion or action by the Board. For purposes of this Policy, a person shall be deemed to have a Financial Interest with respect to the Corporation if such person has a Financial Interest with respect to any other organization that controls, is

controlled by, or is under common control with the Corporation.

1.3 Compensation Arrangement. Any agreement or understanding pursuant to which a person may or shall receive, either directly or indirectly, money or property from another person or organization, irrespective of whether such money or property is paid in consideration for the performance of services or the provision of other value.

1.4 Conflict of Interest. With respect to a matter for discussion or action by the Board, any circumstance under which an Interested Person, by virtue of a Financial Interest, may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the Corporation and the achievement of its public charitable purposes.

SECTION II

DISCLOSURE OF FINANCIAL INTEREST AND DETERMINATION OF CONFLICT

2.1 Disclosure of Financial Interest. If, at any time, an Interested Person becomes aware that the Board may or shall discuss or act upon any transaction or arrangement which may have any bearing of any kind upon, or may relate in any manner to, a Financial Interest of the Interested Person, such Interested Person shall disclose such Financial Interest to the Board as follows:

- (i) the Interested Person shall provide to the Board, in advance of such discussion or action by the Board, written disclosure of the existence, nature and extent of the Interested Person's Financial Interest, or
- (ii) if written disclosure cannot be provided in advance, e.g., in situations where the Interested Person does not realize the nature of the transaction or arrangement to be discussed or acted upon until discussions have already begun, the Interested Person shall verbally inform the Board immediately upon such Interested Person's realization that the transaction or arrangement may bear upon or relate to a Financial Interest of the Interested Person, and shall provide such written disclosure to the Board at the soonest practicable time thereafter.

Any and all written or verbal disclosures of Financial Interests shall be made a formal part of the minutes of the Board. Notwithstanding the foregoing, an Interested Person shall not be required to disclose pursuant to this Section 2.1 any Financial Interest which, in the exercise of such Interested Person's reasonable judgment, is so de minimis that it would not under any circumstances influence, or appear to influence, the Interested Person's judgment or actions with respect to the proposed transaction or arrangement to be discussed and/or acted upon by the Board.

2.2 Recusal by Interested Person. In connection with an Interested Person's disclosure of a Financial Interest pursuant to Section 2.1 above, an Interested Person may determine that such Financial Interest creates a Conflict of Interest with respect to the proposed transaction or arrangement to be discussed or acted upon by the Board. In such circumstances, the Interested Person may voluntarily recuse himself or herself from discussion or action by the Board, at such time and in such form as is used by the Interested Person to disclose such Financial Interest pursuant to Section 2.1 above.

2.3 Determination of Conflict of Interest. Where an Interested Person has provided advance written disclosure of a Financial Interest but has not voluntarily recused himself or herself from discussion of or action upon the proposed transaction or arrangement, the Board shall, prior to commencing its discussion or taking action, determine whether the Financial Interest creates a Conflict of Interest, as defined above. The Interested Person shall not participate in any discussions or vote

related to this determination, except to the extent necessary to fully explain the Financial Interest and the manner in which the proposed transaction or arrangement to be discussed or acted upon by the Board may or will bear upon or relate to the Financial Interest. Acting either at the request of any member of the Board or in his or her individual discretion, the President may direct that the Interested Person leave the meeting room for all or any part of the discussion or vote related to the determination of whether the Financial Interest creates a Conflict of Interest.

SECTION III

PROCEDURES UPON DETERMINATION OF A CONFLICT OF INTEREST

3.1 Exclusion from Discussion and Vote. In circumstances where the Board has determined that a Conflict of Interest exists, the Interested Person shall not participate in any discussion or vote regarding the transaction or arrangement at issue, and shall not be present in the meeting room for any part of the discussion or vote relating to the transaction or arrangement.

3.2 Action by Board. With respect to any transaction or arrangement with regard to which the Board has determined that a Conflict of Interest exists, the Board shall discuss such transaction or arrangement as appropriate, but shall not formally approve such transaction or arrangement unless and until the non-interested members of the Board have decided, by majority vote, that the transaction or arrangement is in the best interests of and for the benefit of the Corporation, and is fair and reasonable thereto in all respects. In complying with this Section 3.2, the Board shall recognize that, under certain circumstances, a decision made pursuant to this Section may necessitate an investigation of alternatives to the proposed transaction or arrangement, and/or a determination as to whether a more advantageous transaction or arrangement might be obtained with reasonable efforts under the circumstances.

SECTION IV

DOCUMENTATION OF DISCLOSURE AND PROCEDURES

4.1 Meeting Minutes. Minutes of meetings of the Board shall include copies of all written disclosures of Financial Interests, and shall describe all verbal disclosures thereof. Such minutes shall further reflect the determination of the Board as to whether a Conflict of Interest exists, and the objection of the Interested Person, if any, to such determination. Where a Conflict of Interest has been determined to exist, the minutes should reflect in significant detail the Board's compliance with the procedures described in Sections 3.1 and 3.2 above. With respect to any transaction or arrangement with regard to which a Conflict of Interest has been determined to exist, meeting minutes shall describe the substance of the discussions relating to the transaction or arrangement, and who was present for such discussions. In addition, minutes should identify the members who were present for any and all votes upon such transaction or arrangement, along with a record of the final vote.

SECTION V

PERIODIC REVIEW

5.1 Periodic Review of Policy Implementation. To ensure the utmost efficacy of this Policy, the Board shall establish a system to ensure the periodic review by one or more independent persons or organizations of the record of implementation of this Policy.

5.2 Periodic Review of Transactions and Arrangements. In connection with and in addition to the above, the Board shall establish a system to ensure the periodic review of actions taken by the Board on behalf of the Corporation. Such review is intended to ensure that the Corporation continues at

all times to be operated exclusively for the achievement of its public charitable purposes, rather than for the benefit of one or more private persons.

SECTION VI
WRITTEN ASSENT BY MEMBERS

6.1 Written Acceptance. At the first meeting of the Board subsequent to the annual election of members of the Board, or, if elected less frequently, then at least once per year, each member of the Board shall sign a written statement certifying to all of the following:

- (i) he or she has received a copy of this Policy;
- (ii) he or she has read and understands this Policy;
- (iii) he or she agrees to comply with this Policy;
- (iv) he or she understands that this Policy applies to all committees having board-delegated powers; and
- (v) he or she understands that the Corporation is a charitable organization and, in order to maintain the tax-exempt status of the Corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the Corporation must continuously engage primarily in activities which accomplish its tax-exempt purposes.

Any member of the Board who refuses or fails to sign such a statement shall be prohibited from participating in discussion or action by the Board.

6.2 Failure to Disclose Financial Interests. If it is determined at any time that an Interested Person has negligently or intentionally failed to disclose a Financial Interest, the Chairman shall consider the imposition of such sanctions as the Chairman, in his or her exclusive discretion, may deem appropriate.

**CONFLICTS OF INTEREST POLICY
MARCUS CENTER FOR THE PERFORMING ARTS, INC.**

Staff

F. CONFLICT OF INTEREST

Employees are expected to devote their best efforts to the interests of the organization and the conduct of its affairs. The Marcus Center recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business.

It is impossible to describe all the circumstances and conditions that might cause a Conflict of Interest. However, the following are set forth to guide employees specifically in the areas of Outside Employment and Financial Interests.

Outside Employment

1. Employees have an obligation to devote their full employment time to the business of the Marcus Center and may not engage in any outside professional work without full disclosure to the President.
2. If an employee, spouse or other member of an employee's immediate family is engaged in a business *similar* in nature to the Marcus Center's, it must be disclosed in full to the President.
3. No employee may engage in outside work that will interfere with his or her primary job with the Marcus Center. No employee will engage in any activity of a nature that is in some way hostile or adverse to the Marcus Center.
4. No employee of the Marcus Center may accept a retainer, commission, consulting fee or any other fee arrangement or remuneration for services rendered which are similar to (including performing arts organizations) those performed as an employee for the Marcus Center or by other employees without full disclosure to the President.
5. No outside work may be done during regular office hours and no corporate facilities; equipment (e.g. telephones, computers), labor or supplies are to be used to conduct any outside activity.

An exception can be made when an employee is a volunteer member of an organization in which participation is beneficial to the Marcus Center, or in which the employee serves as a representative of the Marcus Center.

Any employee doing any outside work is under an obligation to advise his or her client that the work is in no way by, for, or in the name of the Marcus Center.

Financial Interests

A Financial Interest, whether through business, investment, or immediate family (spouse, children and parents), is described as one or more of the following:

1. An ownership or investment in, or compensation arrangement with, an entity with which the Marcus Center has a transaction or arrangement, or
2. A potential ownership or investment interest in, or compensation arrangement with, any entity with which the Marcus Center is negotiating a transaction or arrangement, or
3. Borrowing money or anything of value from an individual or entity with which the Marcus Center has a transaction or arrangement. However, borrowing from banks, insurance companies or other recognized institutions that do business with the Center, on terms and conditions that are offered to the general public, is not considered a conflict of interest.
4. Directly or indirectly engaging in any substantial financial transaction with a benefactor of the Marcus Center unless the transaction is in the ordinary course of the business of the benefactor.
5. Acceptance of cash gifts in any amount, and any non-cash gifts in excess of \$100 in any calendar year by you or members of your immediate family from an entity with which the Marcus Center has a transaction or arrangement, or with which the Center is negotiating a transaction or arrangement. This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship, ordinary business meals and business entertainment or items received at public events.

Determination of Conflict of Interest

A policy of full disclosure must be followed to assess and prevent potential conflicts of interest from arising. Contact your supervisor or the human resources manager if you have questions regarding a possible conflict of interest or outside work.

Employees are required to annually disclose any Outside Employment and/or Financial Interest in writing. The President of the Marcus Center shall make the determination of whether they create a Conflict of Interest. Such determination shall be provided to the employee in writing.

If it is determined that a Conflict of Interest does exist, the President shall determine steps to be taken to remedy the situation in order to remove the Conflict of Interest. In the case of the President, the Chairman of the Marcus Center board shall make such determinations.

Failure to disclose or discuss information related to any of the above points may lead to corrective action up to and including termination.

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