

EXHIBIT G

**GROUND LEASE**  
**DISCOVERY WORLD MUSEUM**

Dated November 3, 1994

among

**MILWAUKEE COUNTY, WISCONSIN**  
**(Lessor)**

and

**MUSEUM OF SCIENCE, ECONOMICS AND TECHNOLOGY, INC.**  
**(Lessee)**

## GROUND LEASE

THIS GROUND LEASE is made and entered into this 3rd day of November, 1994, by and between MILWAUKEE COUNTY, WISCONSIN, a political subdivision of the State of Wisconsin ("Lessor"), and MUSEUM OF SCIENCE, ECONOMICS AND TECHNOLOGY, INC., a Wisconsin nonstock, not-for-profit corporation, a/k/a Discovery World Museum ("Lessee").

### ARTICLE I

#### CONVEYANCE OF LEASEHOLD

Section 1.01. Conveyance of Leasehold. The Lessor, for and in consideration of the rents to be paid by the Lessee and the covenants and agreements herein contained, does hereby demise, lease and let unto the Lessee the real property legally described on Exhibit 1 attached hereto and incorporated herein by this reference, together with and including all easements, covenants, rights and privileges thereto belonging or in any way appertaining, and subject to any restrictions, easements, encroachments, and zoning and governmental regulations now or hereafter in effect (said real property and improvements being collectively referred to as the "Premises").

### ARTICLE II

#### TERM

Section 2.01. Term. The initial term of this Lease (the "Initial Term") shall be for a period of fifty (50) years, commencing on the date hereof (the "Commencement Date") and expiring at 11:59 p.m. on the day before the anniversary of the Commencement Date in 2044.

Section 2.02. Extension of Term. The term of this Lease shall be automatically extended, upon the same terms and conditions of the Lease and without the necessity of executing any further agreement(s), for two (2) successive twenty-five (25) year periods unless Lessee notifies Lessor, in writing, at least one (1) year prior to the expiration of the Initial Term, that it elects to terminate this Lease as of the last day of the Initial Term, or at least one (1) year prior to the expiration of the first extension term that it elects to terminate this Lease as of the last day of the first extension term.

### ARTICLE III

#### RENT AND OTHER CHARGES

Section 3.01. Rent. Lessee shall pay to Lessor, without offset or deduction, an annual rental of One Dollar (\$1.00) for Lessee's tenancy and use of the Premises, said rent, including the rent for the extension periods, being due and payable in full upon the execution of this Lease. By execution of this Lease, Lessor acknowledges receipt of the entire rent due hereunder.

Section 3.02. Other Charges. Beginning on the Commencement Date and for the entire term of this Lease and any exercised extensions thereof, Lessee shall pay, when due and without offset or deduction, one hundred percent (100%) of the Ownership Costs and Expenses (as defined in Section 22.01 (c)). Lessee shall pay any and all sums due for Ownership Costs and Expenses directly to the billing entity or authority. Any Ownership Costs and Expenses which are charged on an annual basis shall be prorated between Lessor and Lessee for the years containing the Commencement Date and last day of the term of this Lease.

Section 3.03. Allocation of Sums Received by Lessor. Any monies received by Lessor from Lessee under this Lease, for rent or other charges, may be allocated by Lessor at its discretion.

### ARTICLE IV

#### TITLE AND CONDITION OF PREMISES

Section 4.01. Title to the Premises. Lessor represents and warrants that Lessor is the sole, fee simple owner of the real estate described on Exhibit 1 and that Lessee's leasehold title to the Premises is and shall be free and clear of all liens and encumbrances attaching to the Premises by the act of Lessor, excepting, however, any restrictions, easements, encroachments, and zoning and governmental regulations now or hereafter in effect, or any lien, encumbrance or agreement to which Lessee is a party.

Section 4.02. Condition of the Premises. Lessee hereby acknowledges and agrees that Lessor has not made, in this Lease or otherwise, any representation or warranty whatsoever, either expressed or implied, with respect to the condition of the Premises; that Lessee has made its own thorough investigations and inspections with respect to the aforesaid matters and has found the same to be satisfactory to Lessee in every respect; and that Lessee does hereby agree to accept the Premises in "AS IS - WHERE IS" condition.

## ARTICLE V

### USE OF PREMISES

Section 5.01. Use of Premises. Lessee shall have the right, at its cost and expense, to construct upon the Premises a building consisting of approximately 39,000 square feet of floor space, and related facilities, intended to house a science and technology museum (the "Improvements"), which Improvements shall be constructed in accordance with the Development Agreement entered into between Lessor, Lessee, the Milwaukee Public Museum, Inc. ("MPM") and Civic Theater Corp. ("CTC") and in accordance with the plans and specifications attached hereto as Exhibit 2. Lessee shall use the Premises exclusively for the operation of a science and technology museum and such other uses incidental thereto, and/or in furtherance of charitable, scientific and educational purposes of Lessee as provided in Lessee's Articles of Incorporation (copies of which are attached hereto as Exhibit 3 and incorporated herein by this reference), as amended from time to time; provided, however, notwithstanding the other purposes for which Lessee has been established as set forth in Lessee's Articles of Incorporation, the Improvements on the Premises shall be primarily used as a science and technology museum unless otherwise consented to by Lessor, which consent shall not be unreasonably withheld or delayed. While Lessor and Lessee contemplate that the use of the Premises by Lessee will complement the activities of the theater complex contemplated under the Development Agreement and the activities of MPM, except as otherwise agreed to by Lessor, Lessee may not use the Premises for any purpose other than those described in this Section and may not use the Premises to engage in other activities which are in competition with the activities of the theater complex. Lessee agrees not to engage in any activity on the Premises which may be contrary to any Legal Requirement (as hereinafter defined) or Insurance Requirement (as hereinafter defined), which may impair the value or usefulness of the Premises, or any part or parts thereof, or which may constitute a public or private nuisance or waste.

## ARTICLE VI

### EXPIRATION OF LEASE

Section 6.01. Expiration of Lease. Upon the expiration or termination of this Lease, Lessee shall immediately vacate the Premises and all right, title and interest thereto, and the Improvements located thereon, shall vest solely in Lessor with respect to the Premises. Lessee agrees to execute and deliver to Lessor any assignments or other instruments of conveyance as Lessor may deem reasonably necessary to evidence such transfer of ownership to Lessor.

## ARTICLE VII

### DEFAULTS AND REMEDIES

Section 7.01. Defaults and Remedies. In the event Lessee defaults in any of its obligations under this Lease, except as specifically provided in Section 7.02, Lessor's sole and exclusive remedies shall be to, at Lessor's option: (i) cure the default and invoice Lessee for the cost of curing such default, which sum shall be due by Lessee upon receipt of such invoice; (ii) obtain a money judgement against Lessee of sums due to Lessor resulting from Lessee's breach; and/or (iii) obtain an injunction against Lessee requiring Lessee to cease any activity which is in violation of the provisions of this Lease. In no event shall Lessor have the right or option to terminate Lessee's leasehold interest under this Lease, without the express written consent of Lessee. No consent or waiver, expressed or implied, by Lessor, to or of any breach by Lessee of any covenant, condition, or duty hereunder, nor any failure of Lessor to enforce any such covenant, condition, or duty, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. In any event, no consent or waiver by Lessor shall be effective unless in writing and signed by Lessor, and no acceptance of rent by Lessor shall constitute, a waiver by Lessor to or of any default by Lessee.

Section 7.02. Abandonment. In the event Lessee "abandons" the Premises, and only in such event, Lessor shall have the right, at its option, to terminate this Lease, after due process of law and by order of a court with proper jurisdiction. Lessee shall be deemed to have "abandoned" the Premises only in the event Lessee, after it has completed all Improvements to the Premises and has opened its museum to the public, fails to operate and utilize the Premises for the purpose set forth in Section 5.01 for more than one hundred and fifty (150) days in any twelve month period. Lessee shall not be deemed to have "abandoned" the Premises if Lessee's failure to operate or utilize the Premises during all or any portion of the one hundred and fifty (150) days is due to damage or destruction to the Improvements, remodeling or repairing the Improvements, or other matters which are beyond Lessee's control and are in the nature of force majeure events, excluding economic, financial, budgeting or market conditions. In the event Lessor determines that Lessee has "abandoned" the Premises pursuant to the terms of this Section, Lessor shall, at least thirty (30) days prior to commencing an action to terminate this Lease, notify Lessee in writing that it deems Lessee to have "abandoned" the Premises and intends to commence an action to terminate this Lease. In the event Lessee reopens the Premises for business for the purpose set forth in Section 5.01 within thirty (30) days of the receipt of Lessor's notice, for a minimum of ninety (90) days, Lessee shall not be deemed to have "abandoned" the Premises. Lessee's

right to cure, as set forth in the preceding sentence, may not be exercised more than once in any twenty (20) year period.

#### ARTICLE VIII

##### NO LIENS

Section 8.01. No Liens. Without, in each instance, the prior written consent of the Lessor, Lessee shall not directly or indirectly create or permit to be created or to remain, and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the Premises or any part thereof, the interest of either party hereunder or therein, or the rent or other payments or proceeds hereunder. In amplification and not in limitation of the foregoing, Lessee shall not knowingly permit any portion of the Premises to be used by any person or persons or by the public, as such, at any time or times during the term of this Lease, in such manner as might tend to impair the title or interest of either party in the Premises, or any portion thereof, or in such manner as might make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to, or with respect to the Premises, or any part thereof. In the event any lien or encumbrance shall attach to the Premises, the party causing or permitting such lien or encumbrance shall pay the other for any and all costs and expenses (including reasonable attorneys' fees) arising therefrom or in providing security therefor.

#### ARTICLE IX

##### INSURANCE

Section 9.01. Insurance. Lessee, at its sole cost and expense, hereby agrees to maintain the following types and amounts of insurance coverage pertaining to the Premises:

(a) comprehensive general liability coverage insuring the parties, as their interests may appear, against all claims, demands, and actions for personal injury, death, or property damage, with a combined single limit, and an aggregate limit, of not less than \$5,000,000.00, made by or on behalf of any person, firm, or corporation, arising from, related to, or in any way connected with the Premises;

(b) insurance against all risks of direct damage, including loss or damage by fire or other casualty, with extended coverage, vandalism, malicious mischief, and such other endorsements as the parties may agree upon from time to time, covering the Improvements on the Premises, in amounts at least equal to one hundred percent (100%) of the full replacement cost thereof, without deduction for depreciation, and sufficient to avoid all coinsurance provisions of the subject insurance policies;

(c) worker's compensation insurance covering all persons employed in connection with any construction or maintenance work performed on the Premises, which insurance shall be effected under standard policies issued by insurers of recognized responsibility, and shall cover claims regarding death or bodily injury that could be asserted against Lessor, Lessee, or the Premises; and

(d) such other insurance, in such amounts, as the parties may, from time to time, mutually require.

All such insurance shall be in such form and written by such companies as shall be reasonably satisfactory to both parties, shall name the parties as an additional insured thereunder, and shall provide that it will not be subject to cancellation, termination or change, except after at least thirty (30) days' prior written notice to both parties hereto. The aforesaid policies or duly executed certificates thereof (which certificates shall evidence the waiver by each insurer of all rights of subrogation against Lessor or Lessee and the payment of the subject premiums) shall be obtained on or before the commencement of the term hereof, and, upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage. Whenever (a) any loss, cost, damage, or expense resulting, directly or indirectly, from fire, explosion, or any other casualty, accident, or occurrence is incurred by either Lessor or Lessee in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage, or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense, to the extent of any amount recovered by reason of such insurance, and hereby waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided, however, that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate or reduce such insurance coverage.

## ARTICLE X

### CASUALTY

Section 10.01. Casualty. In the event the Premises, or any portion thereof, is destroyed or damaged by fire, explosion or any other insured casualty, and either of the following occurs: (i) the estimated cost to repair such destruction or damage exceeds eighty percent (80%) of the cost to initially construct the Improvements and it would be commercially unreasonable to reconstruct the Improvements; or (ii) if such repair or restoration is prohibited by applicable law; or (iii) Lessor consents and agrees that Lessee shall not be obligated to repair

or restore the Improvements, then Lessee shall have the right to terminate this Lease, as of the date of the destruction, and all insurance proceeds shall be paid to Lessee. In such an event, Lessee shall bear the responsibility and cost of all demolition work and other work necessary to restore the Premises to the condition it was in on the date of this Lease. In the event the Premises, or any portion thereof, is destroyed or damaged by fire, explosion or any other insured casualty, and none of the events set forth in the first sentence of this Section occur, then Lessee shall, as promptly as practicable, repair, restore, and rebuild the Premises to a condition equivalent to that existing prior to such casualty, provided sufficient insurance proceeds are paid to Lessee for such repair or restoration.

#### ARTICLE XI

##### CONDEMNATION

Section 11.01. Condemnation. In the event of a Total Taking (as hereinafter defined) or a Substantial Taking, this Lease shall terminate as of the date of the Taking (as hereinafter defined); Lessee shall pay rent up to such date, with an appropriate refund by Lessor of such rent as may have been paid in advance for any period subsequent to such date; and Lessor and Lessee may pursue, separately, an award or other compensation, whether pursuant to judgment or by agreement or otherwise, with respect to such Taking. Lessor may pursue an award or compensation for the residual value of the land within the Premises, after deducting the value of Lessee's leasehold interest, and any other award or compensation due to landlords under applicable law. Lessee may pursue an award or other compensation for the value of any improvements on the Premises, the value of Lessee's leasehold interest, moving and relocation costs and expenses, and any other compensation due to tenant's under applicable law. In the event of a Partial Taking (as hereinafter defined), Lessee may elect to repair, restore, and rebuild the Premises to a condition equivalent to that existing prior to such Taking, in which case, this Lease shall continue and the entire Award shall be paid to Lessee.

#### ARTICLE XII

##### MUTUAL INDEMNITY

Section 12.01. Mutual Indemnity. Lessor and Lessee hereby agree to indemnify and hold each other harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees) imposed upon, incurred by, or asserted against such other party or the Premises during or with respect to the term hereof, for any reason whatsoever arising out of the indemnifying party's breach under



this Lease or out of its negligence, including, but not limited to: (a) any accidents or injury to or death of persons or loss of or damage to property occurring on or about the Premises, or any part or parts thereof, or the adjoining sidewalks, curbs, streets, or ways, resulting from the negligence or intentional acts of the indemnifying party, its employees, agents, contractors, sublessees, licensees or invitees; (b) any failure by the indemnifying party to duly and fully perform or comply with each and all of the terms of this Lease; (c) any negligence or tortious act by the indemnifying party or any of its agents, contractors, sublessees, licensees, or invitees; or (d) any claim for a construction lien in connection with work done or materials furnished with respect to the Premises resulting from the negligence or acts of the indemnifying party, its employees, agents, contractors, sublessees or licensees. The party seeking indemnification (the "Indemnatee") shall notify the other party (the "Indemnitor") in writing of the existence of any loss, liability, claim, injury, damage or expense immediately after the Indemnatee has obtained actual knowledge that such a loss, liability, claim, injury, damage or expense is threatened or pending, and further provided that the Indemnatee afford to the Indemnitor the right, but not the obligation, to assume the defense, using counsel first approved by the Indemnatee, of such loss, liability, claim, injury, damage or expense in any proceeding relating to same, with the Indemnitor paying all damages, costs and expenses, including reasonable attorneys' fees connected therewith or resulting therefrom.

#### ARTICLE XIII

##### NO TRANSFER OR ASSIGNMENT

Section 13.01. No Transfer or Assignment. Lessee shall not assign, sell, mortgage, pledge, or in any manner transfer its interest in the Premises, by operation of law or otherwise, or sublet the Premises, or any part or parts thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

#### ARTICLE XIV

##### NOTICES

Section 14.01. Notices. All notices required or otherwise given hereunder shall be in writing and delivered personally or mailed in the United States Mail, certified or registered mail, return receipt requested, addressed to the parties as follows:

If to Lessor:                   Milwaukee County  
                                  Attn: Director of Public Works  
                                  907 North 10th Street  
                                  Milwaukee, WI 53233

With a copy to: Office of Corporation Counsel  
Attn: Corporation Counsel  
901 North 9th Street  
Courthouse, Rm. 303  
Milwaukee, WI 53233

If to Lessee: Museum of Science, Economics and  
Technology, Inc.  
Attn: President  
818 W. Wisconsin Avenue  
Milwaukee, WI 53233

With a copy to: Whyte Hirschboeck Dudek, S.C.  
Attn: Mr. Larry R. Dalton  
111 E. Wisconsin Avenue, Suite 2100  
Milwaukee, WI 53202

If to MPM: Milwaukee Public Museum, Inc.  
Attn: President  
800 W. Wells Street  
Milwaukee, WI 53233

or at such other address as such party may hereafter designate by like notice, all of which notices shall be deemed given upon the earlier of personal delivery or certification thereof.

ARTICLE XV

HOLDING OVER

Section 15.01. Holding Over. If Lessee shall occupy the Premises without Lessor's consent after expiration of the term of this Lease and rent is accepted from Lessee, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only and occupancy thereafter shall be for one month at a time.

ARTICLE XVI

NONDISCRIMINATION, AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITIES AND MBE/WBE REQUIREMENTS

Section 16.01. Nondiscrimination, Affirmative Action, Equal Employment Opportunities and MBE/WBE Requirements.

(a) Neither party shall discriminate nor permit discrimination in any manner against any person or group of persons on account of age, gender, race, creed, color, religion, marital status, handicap or national origin in the construction of any improvements on the Premises. The parties further agree, in regards to the matters hereunder, to comply fully with all applicable statutes, orders, regulations, ordinances and other

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

(b) In performing this Lease, neither party shall discriminate against any employee or applicant for employment because of race, color, national origin, religion, marital status, age, gender or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

(c) In performing this Lease, the parties further agree that they will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify that commitment before executing this Lease. This program shall have as its objective increasing the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, especially where these groups may have been previously underutilized and under-represented.

(d) Lessee agrees to use reasonable efforts to voluntarily pursue the goals of state and county ordinances or any subsequent amendments thereto, which relate to the utilization of minority and women business enterprises (MBEs and WBEs), as defined in and pursuant to Chapters 32, 42, 44 and 56, Milwaukee County General Ordinances (the "MBE/WBE ordinances").

## ARTICLE XVII

### ENVIRONMENTAL INDEMNITY

Section 17.01 Environmental Indemnity. Lessor will protect, indemnify and save harmless Lessee, and Lessee's officers, agents and employees, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of the presence, in on or about the Premises, of any hazardous materials or toxic substances so defined or regulated under applicable federal, state and local environmental laws, regulations and requirements, and all amendments thereto, (the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws"), or an actual or alleged violation of Environmental Laws arising in connection with the Premises; excluding, however, any instances where the hazardous materials or toxic substances are placed, discharged or released by Lessee or when the actual or alleged violation of Environmental Laws arises solely in connection with Lessee's activities on the Premises. In case any

such action, suit or proceeding is brought against Lessee and/or Lessee's officers, agents or employees by reason of any occurrence expressed in the foregoing sentence, Lessee shall notify Lessor in writing of the existence of any such action, suit or proceeding immediately after Lessee has obtained actual knowledge that such action, suit or proceeding is threatened or pending, and further provided that the Lessee afford to the Lessor the right, but not the obligation, to assume the defense, using counsel first approved by the Lessee, of such action, suit or proceeding, with the Lessor paying all damages, costs and expenses, including reasonable attorneys' fees connected therewith or resulting therefrom. In the event any hazardous materials or toxic substances are discovered in or on the Premises, Lessor, at Lessor's sole cost and expense, shall, upon prior consultation with Lessee, immediately commence efforts to remove such hazardous materials or toxic substances and shall diligently pursue such efforts until completion, in full compliance with all Environmental Laws. Lessor shall consult with Lessee and disclose to Lessee all procedures to be instituted and all information received by Lessor in connection therewith. The foregoing indemnification shall survive the expiration of the term of this Lease.

#### ARTICLE XVIII

##### QUIET ENJOYMENT

Section 18.01. Quiet Enjoyment. Provided Lessee performs all of its obligations under this Lease, Lessor covenants and warrants that during the term hereof, Lessee's possession of the Premises as provided herein shall not be disturbed.

#### ARTICLE XIX

##### MAINTENANCE AND ALTERATIONS

Section 19.01. Lessee, at its sole cost and expense, shall keep and maintain all improvements on the Premises constructed by Lessee, in good order and repair and in a safe condition. Lessee shall not make any alterations to the exterior of any improvements on the Premises without obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed.

#### ARTICLE XX

##### MISCELLANEOUS

Section 20.01. Miscellaneous. Neither this Lease nor any of the terms, covenants, or conditions hereof may be modified or

amended, except by an agreement in writing, duly executed and delivered by the party against whom enforcement of such modification or amendment is sought. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder hereof and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. The Table of Contents and the headings of the Sections and Subsections of this Lease are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants, or conditions hereof. This Lease and each and all of the terms, covenants, and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the State of Wisconsin. Delivery of this Lease for examination to Lessee shall not bind Lessor in any manner. This Lease shall not be binding unless and until it is signed by both Lessor and Lessee. Lessee agrees from time to time on at least twenty (20) days prior written notice from Lessor or its agent, that it will execute and deliver to Lessor an estoppel certificate concerning the Lease, in form and content reasonably satisfactory to Lessor.

#### ARTICLE XXI

##### SUCCESSORS; ASSIGNS; THIRD PARTY BENEFICIARY

Section 21.01. Successors; Assigns. This Lease and each and all of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors.

#### ARTICLE XXII

##### CERTAIN DEFINITIONS

Section 22.01. Certain Definitions. The following terms used in this Lease shall have the meanings set forth therefor below:

(a) "Insurance Requirements" shall mean all terms of any insurance policy covering or applicable to the Premises or any part or parts thereof, all requirements of the issuer of any such policy, and all orders, rules, and regulations of the National Board of Fire Underwriters or similar entity applicable to or affecting the Premises, or any part or parts thereof.

(b) "Legal Requirements" shall mean all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, and licenses which now or at any time hereafter may be applicable to the Premises, or any part or

parts thereof, any of the adjoining sidewalks, streets, or ways, any condition of the Premises, or any part or parts thereof, or the operation or use of the Premises, or any part or parts thereof.

(c) "Ownership Costs and Expenses" shall mean all of those costs and expenses solely and directly relating to the ownership of the real estate described on Exhibit 1 which Lessor is obligated to pay, including, but not limited to, real estate assessments, sewer and water charges and the insurance costs set forth in Article IX, for which Lessor is not reimbursed or compensated for by any other means.

(d) "Partial Taking" shall mean any Taking of the Premises that is not either a Total Taking or a Substantial Taking.

(e) "Substantial Taking" shall mean the Taking of so much of the Premises that the portion thereof not taken cannot reasonably be used by Lessee for the purposes set forth in this Lease.

(f) "Taking" shall mean the taking or damaging of the Premises, or any part or parts thereof, including severance damage, by eminent domain, by inverse condemnation, or for any public or quasi-public use under any statute. The transfer of title with respect thereto may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. The Taking shall be considered to take place as of the later of (i) the date actual physical possession is taken by the condemnor, or (ii) the date on which the right to compensation and damages accrues under applicable law.

(g) "Total Taking" shall mean the taking of fee title to the entire Premises.







# EXHIBIT 1

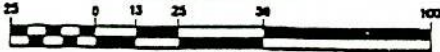
## MILWAUKEE PUBLIC MUSEUM DISCOVERY WORLD MUSEUM

OCTOBER 20, 1994

N.S.E. NO. 155933

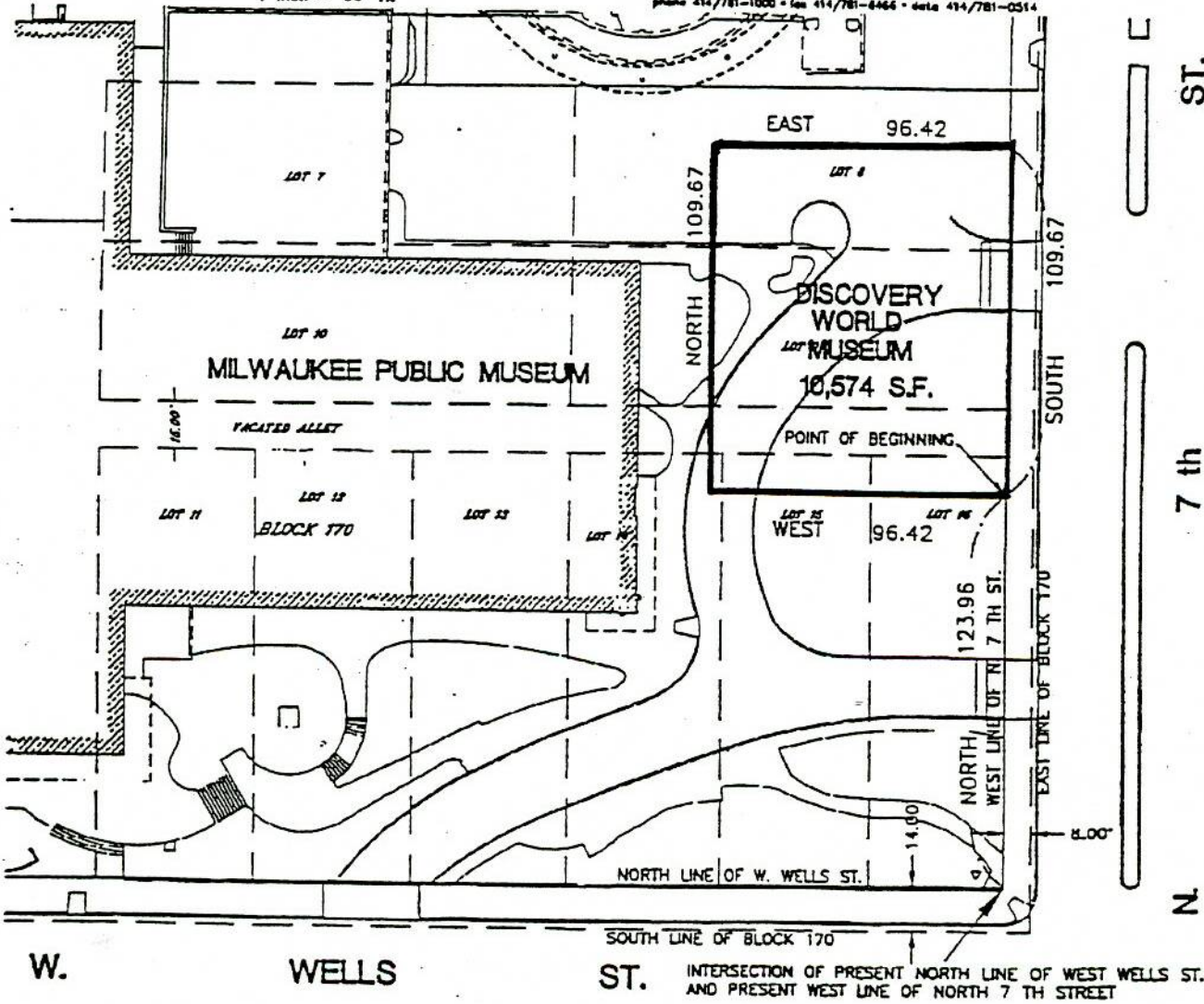
THAT PART OF LOTS 8, 9, 15, AND 16 AND PART OF THE VACATED EAST-WEST ALLEY IN BLOCK 170 IN THE PLAT OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 29, T 7 N, R 22 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE INTERSECTION OF THE PRESENT NORTH LINE OF WEST WELLS STREET AND THE PRESENT WEST LINE OF NORTH 7TH STREET, SAID POINT BEING 14.00 FT. NORTH OF THE SOUTH LINE AND 8.00 FT. WEST OF THE EAST LINE OF SAID BLOCK 170, AS PLATTED:  
 THENCE NORTH ALONG THE WEST LINE OF SAID NORTH 7TH STREET 123.96 FT. TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED;  
 THENCE WEST 96.42 FT. TO A POINT;  
 THENCE NORTH 109.67 FT. TO A POINT;  
 THENCE EAST 96.42 FT. TO A POINT ON SAID WEST LINE;  
 THENCE SOUTH ALONG SAID WEST LINE 109.67 FT. TO THE POINT OF BEGINNING.  
 CONTAINING 10,574 SQUARE FEET.

GRAPHIC SCALE



national survey & engineering

4123 north 124th street • brookfield, wisconsin, 53008-0444  
 phone 414/781-1000 • fax 414/781-4466 • data 414/781-0514



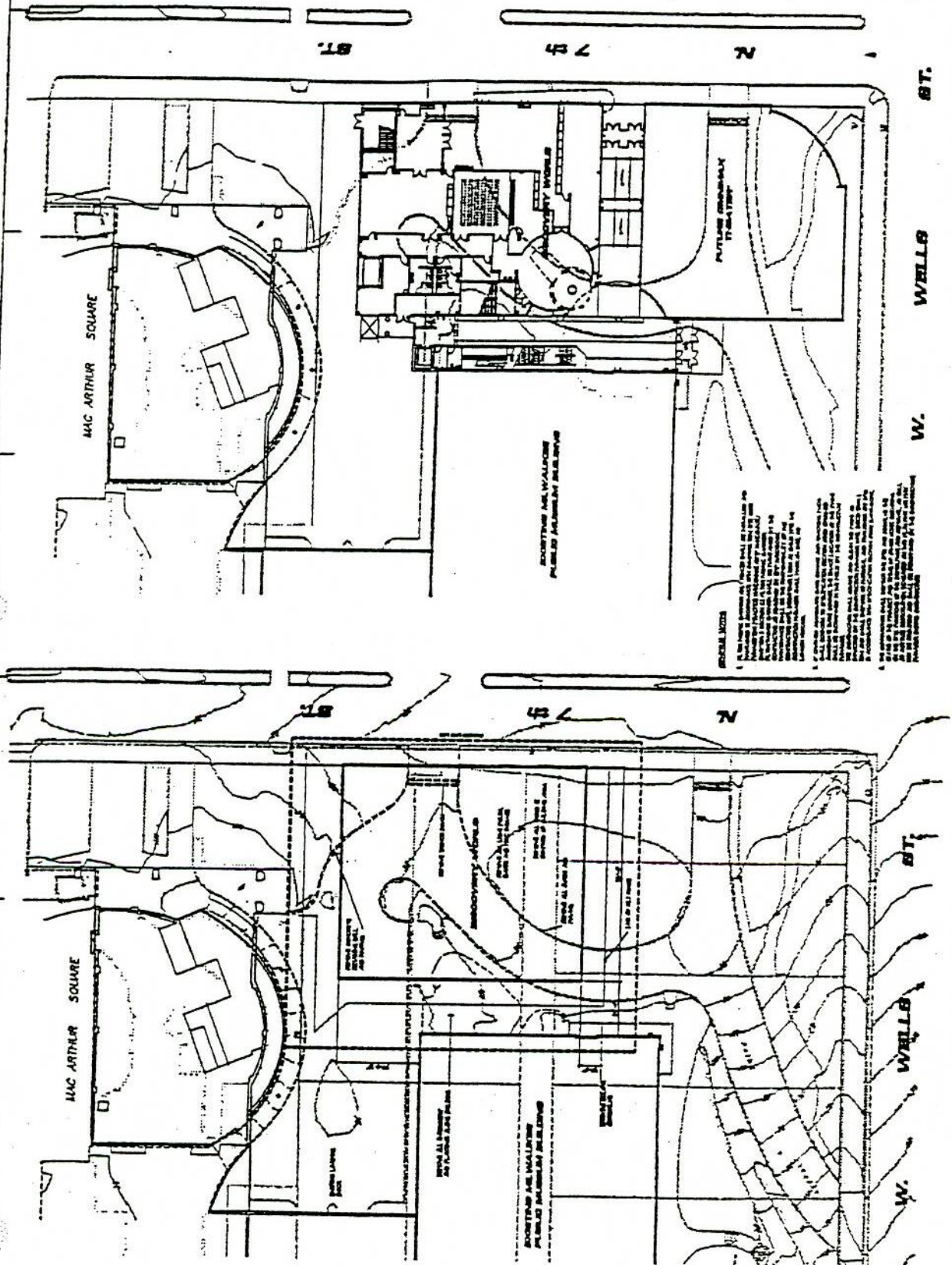


EPSTEIN  
KELLER  
UHLEN  
ARCHITECTS

Discovery World

Scale 1" = 40'  
North Arrow

Project Address: 1111  
Sheet No: 111  
Printed By: J. J. J. J.  
Date: October 1, 1911  
Sheet No: C1.1



20 1111

21 1111 Consideration



EPSTEIN  
KRULIK  
USHER  
ARCHITECTS

1100 LEXINGTON AVENUE  
NEW YORK 17, N.Y.  
TELEPHONE: PL 6-1100

Project  
Discovery World

Sheet Title  
First Floor Plan &  
Wall Types



Scale  
1" = 12'-0"

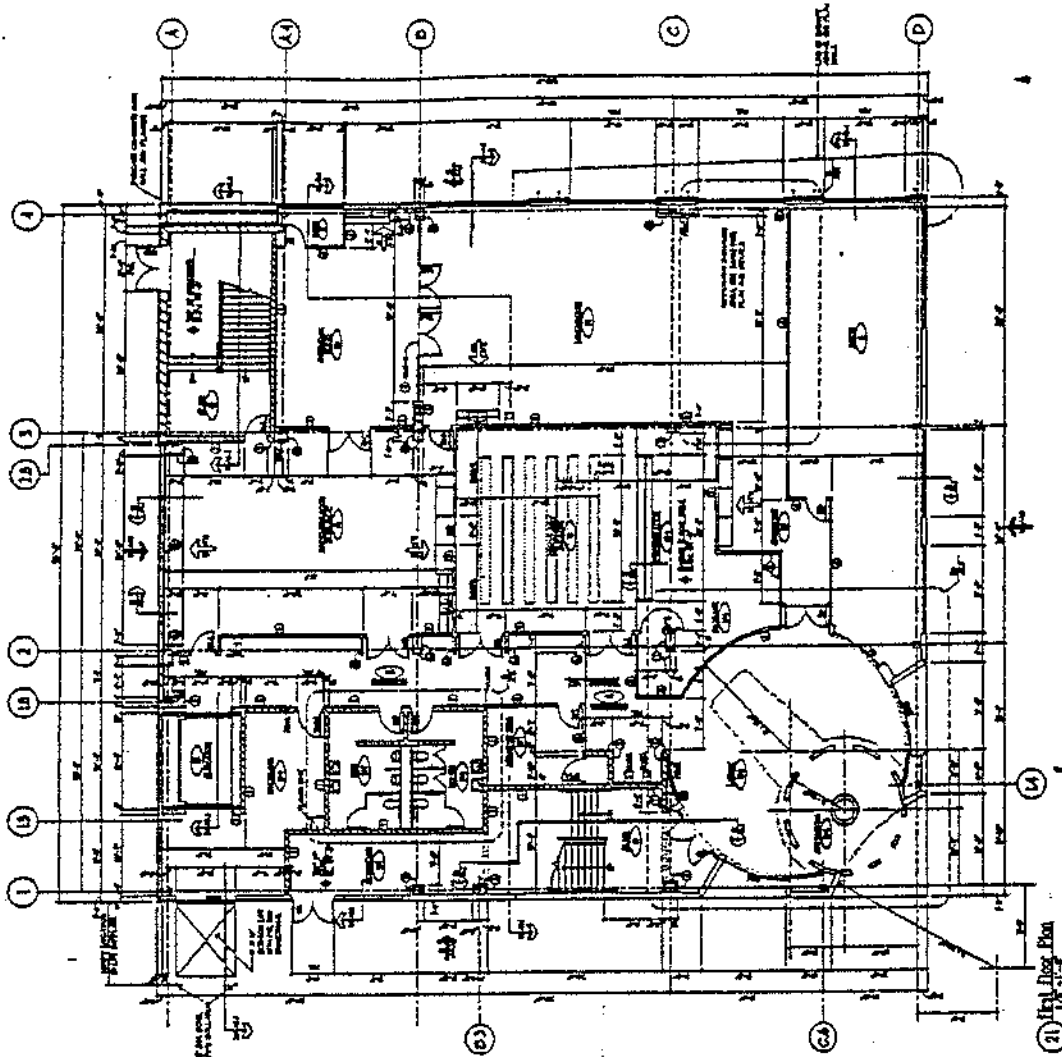
Project Number  
422

Sheet No.  
A3.1

Project No.  
1-1111-2

Date  
October 26, 1964

Sheet No.  
A3.1



**WALL TYPES**

- ① [Hatching pattern: diagonal lines /] 1/2" brick
- ② [Hatching pattern: diagonal lines \] 1/2" brick
- ③ [Hatching pattern: cross-hatch] 1/2" brick with 1/2" insulation
- ④ [Hatching pattern: diagonal lines /] 1/2" brick
- ⑤ [Hatching pattern: diagonal lines \] 1/2" brick
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- ㊿ [Hatching pattern: diagonal lines /] 1/2" brick





**EPSTEIN  
KELLER  
UHLIR  
ARCHITECTS**

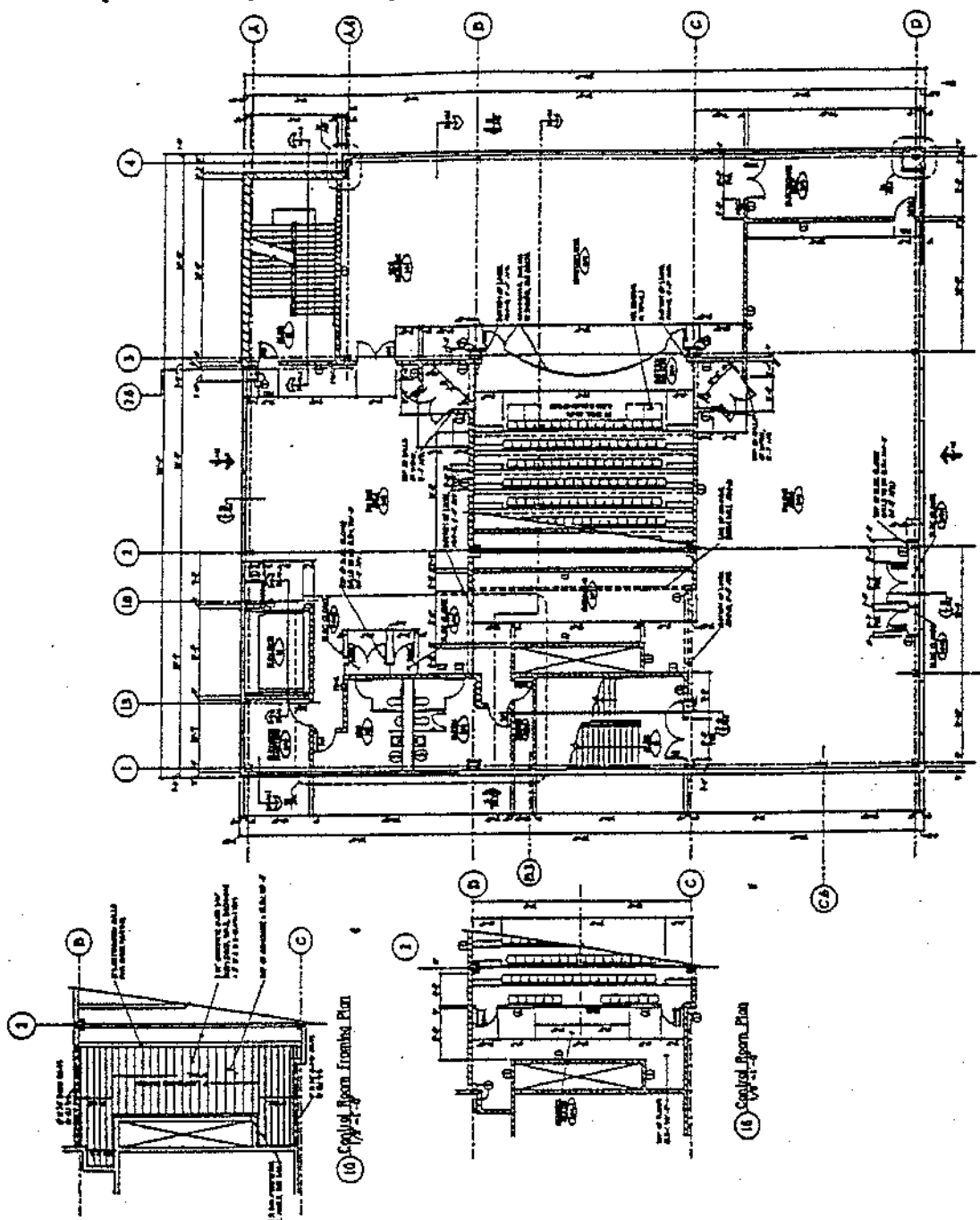
1000 RIVER STREET  
SAN FRANCISCO, CALIF. 94101  
TELEPHONE 774-1100

Project: Discovery World

Third Floor Plan  
Control Room Plan  
and Wall Types



Project No. 101  
Scale: 1/8" = 1'-0"  
Date: 10/11/81  
Sheet No. A13



**WALL TYPES**

- ① 1/2" GYPSUM BOARD ON 2" X 4" STUDS
- ② 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE
- ③ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION
- ④ 1/2" GYPSUM BOARD ON 2" X 4" STUDS
- ⑤ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE
- ⑥ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION
- ⑦ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION
- ⑧ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION
- ⑨ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION
- ⑩ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION
- ⑪ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION
- ⑫ 1/2" GYPSUM BOARD ON 2" X 4" STUDS WITH 1/2" AIR SPACE AND 1/2" INSULATION

⑩ Control Room Framing Plan

⑪ Control Room Plan

⑫ Wall Type Plan



**EPPSTEIN  
KELLER  
UHLEN  
ARCHITECTS**

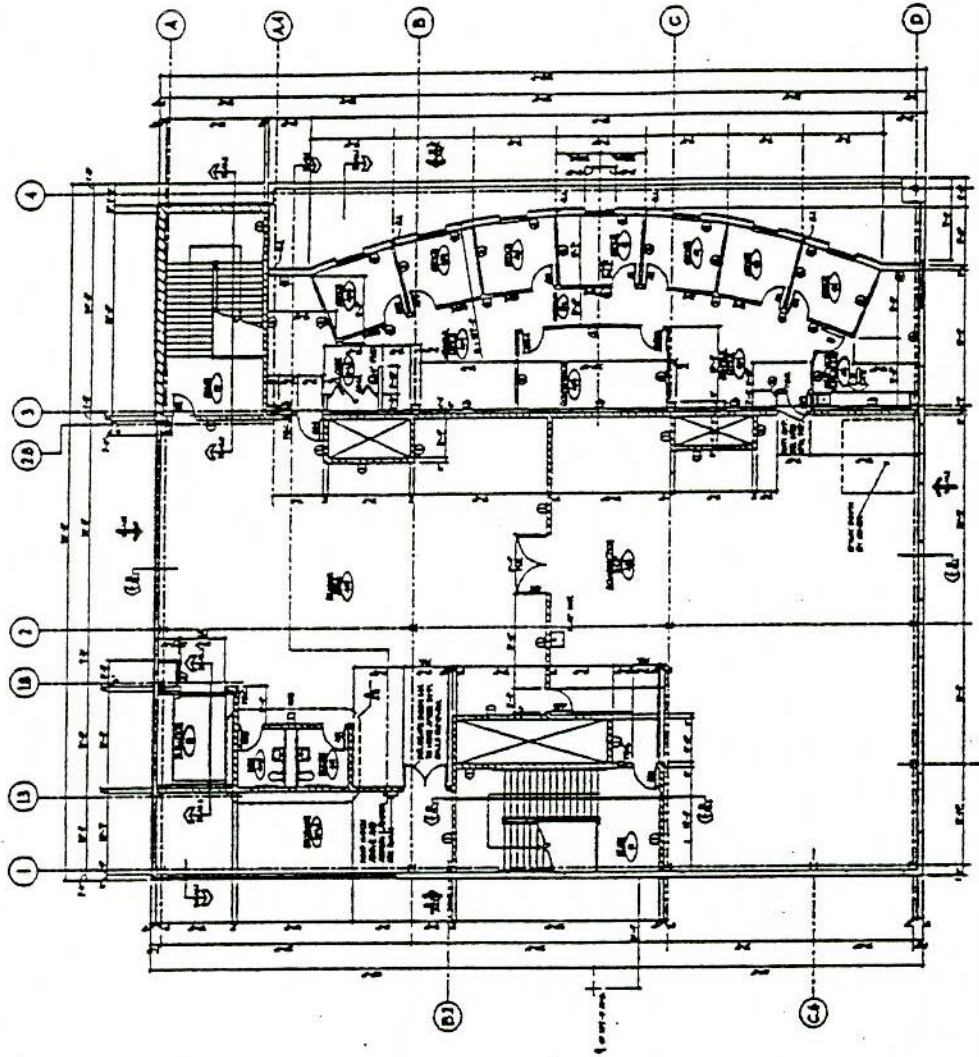
1000 W. WASHINGTON ST.  
SUNNYVALE, CALIF. 94086  
TEL. (415) 937-1000

Discovery World

Block Title  
Fourth Floor Plan  
and Wall Types



Project Number: 881  
 Date: 11/21/81  
 Sheet No.: 4-01111-11  
 Rev: October 1981  
 Scale: A1.4



(1) Fourth Floor Plan

**WALL TYPES**

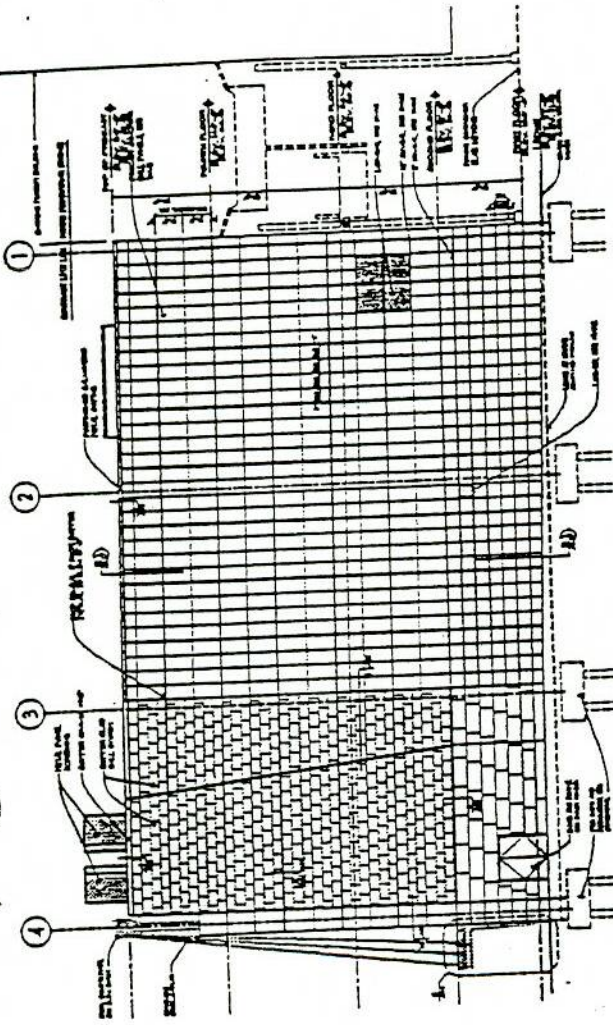
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- ② [Symbol: Diagonal hatching] 6" CMU with interior finish
- ③ [Symbol: Diagonal hatching] 6" CMU with exterior and interior finish
- ④ [Symbol: Diagonal hatching] 6" CMU with exterior finish
- ⑤ [Symbol: Diagonal hatching] 6" CMU with interior finish
- ⑥ [Symbol: Diagonal hatching] 6" CMU with exterior finish
- ⑦ [Symbol: Diagonal hatching] 6" CMU with interior finish
- ⑧ [Symbol: Diagonal hatching] 6" CMU with exterior finish
- ⑨ [Symbol: Diagonal hatching] 6" CMU with interior finish
- ⑩ [Symbol: Diagonal hatching] 6" CMU with exterior finish
- ⑪ [Symbol: Diagonal hatching] 6" CMU with interior finish
- ⑫ [Symbol: Diagonal hatching] 6" CMU with exterior finish
- ⑬ [Symbol: Diagonal hatching] 6" CMU with interior finish
- ⑭ [Symbol: Diagonal hatching] 6" CMU with exterior finish
- ⑮ [Symbol: Diagonal hatching] 6" CMU with interior finish

1000 10th Street, Suite 100  
San Francisco, CA 94103  
Tel: 415.774.1111  
Fax: 415.774.1112

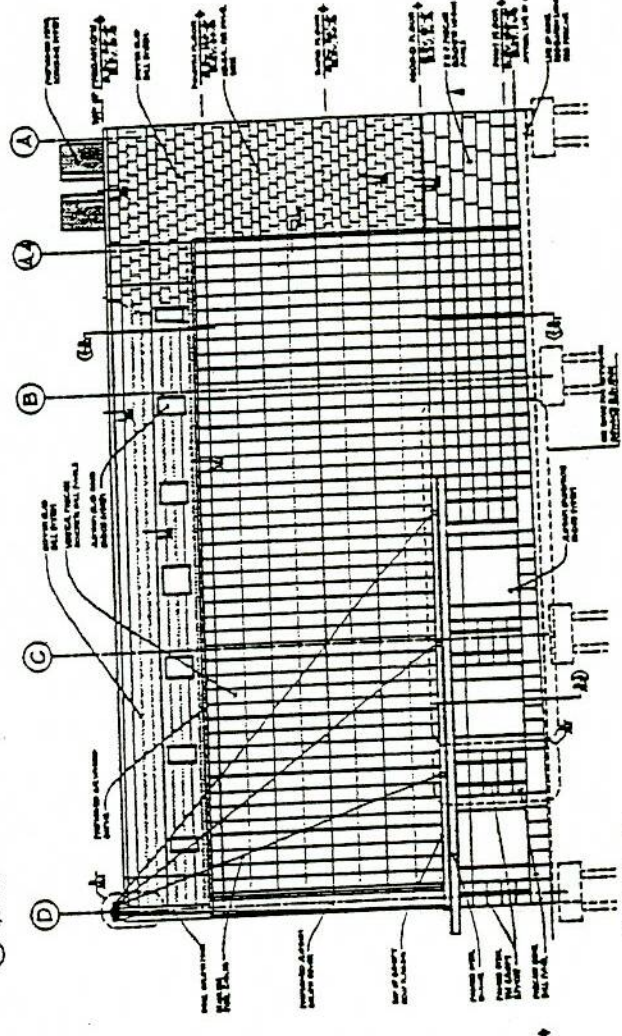
Project: Discovery World

Sheet Title: Exterior Elevations

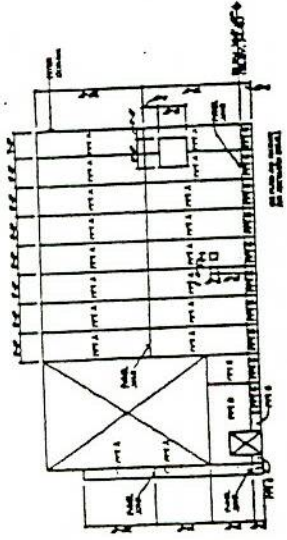
Project Number: 11  
 Drawn By: A.J.  
 Date: October 19, 11  
 Sheet No. A4.1



① North Elevation



② East Elevation

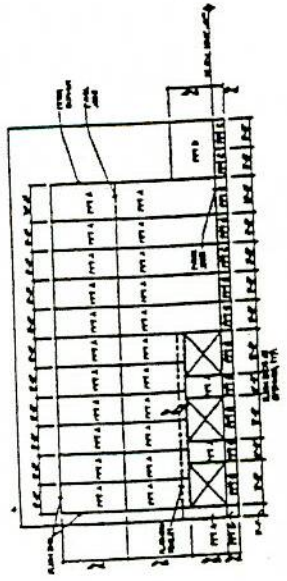


⑦ North Elevation Preset Panel Diagram

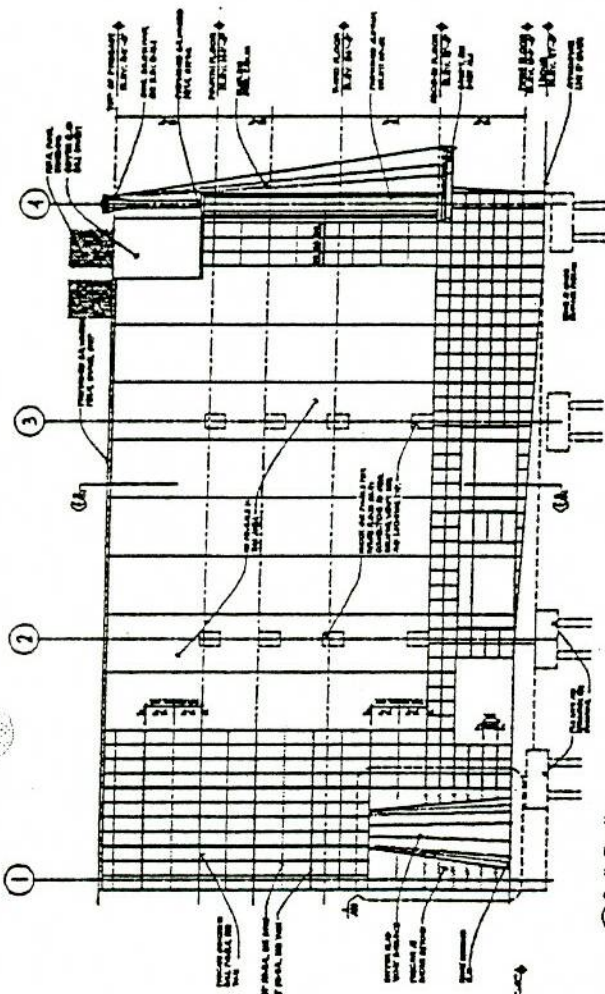
DESCRIPTION OF PANEL TYPES (CONT.)

- PTA 6 1/2" x 10" PANEL ANCHORED PANEL
- PTB 6 1/2" x 10" PANEL ANCHORED PANEL
- PTC 6 1/2" x 10" PANEL ANCHORED PANEL
- PTD 6 1/2" x 10" PANEL ANCHORED PANEL
- PTE 6 1/2" x 10" PANEL ANCHORED PANEL
- PTF 6 1/2" x 10" PANEL ANCHORED PANEL

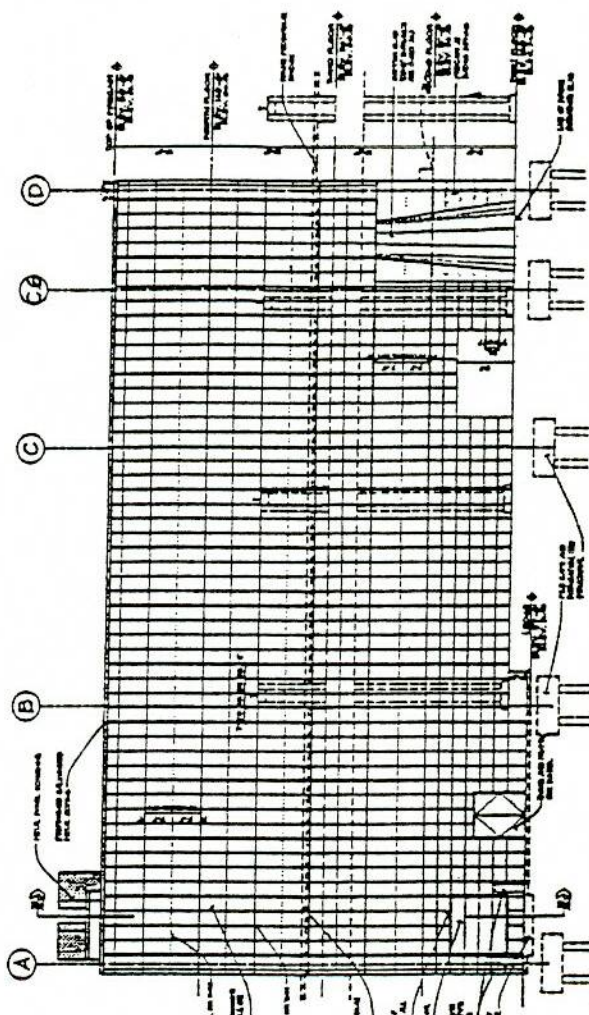
NOTE: PANEL TYPES ARE SHOWN FROM TRANSITION



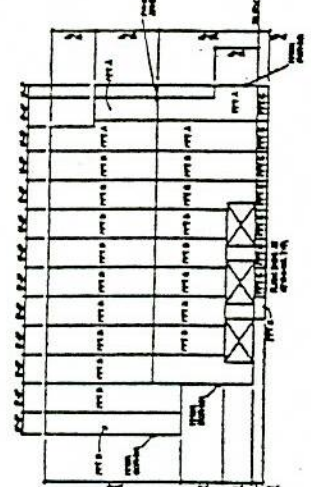
⑧ East Elevation Preset Panel Diagram



① South Elevation



② West Elevation



⑦ South Elevation Precast Panel Diagram

**PRECAST PANEL IDENT. KEY**

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P5A 1/4\"/>

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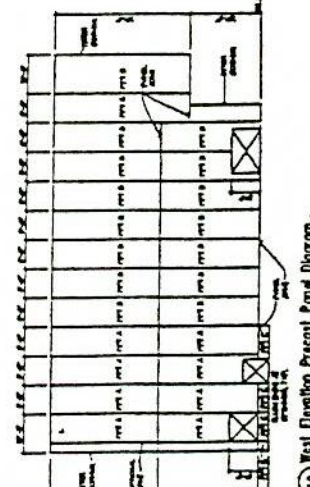
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⑩ West Elevation Precast Panel Diagram



ARTICLES OF INCORPORATION  
OF  
SCIENCE TECHNOLOGY CENTER/M.P.M. INC.

---

The following Articles of Incorporation of SCIENCE TECHNOLOGY CENTER/M.P.M. INC. are executed by the undersigned for the purpose of forming a Wisconsin nonstock, nonprofit corporation under "The Wisconsin Nonstock Corporation Law", Chapter 181 of the Wisconsin Statutes:

ARTICLE I

The name of the corporation is Science Technology Center/M.P.M. Inc.

ARTICLE II

The period of its existence is perpetual.

ARTICLE III

The corporation is formed exclusively for charitable, scientific, and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and may engage in any lawful activity which is in furtherance of the foregoing purposes.

ARTICLE IV

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE V

The name and address of the incorporator of the corporation is Thomas J. Phillips, 2100 Marine Plaza, Milwaukee, Wisconsin 53202.

ARTICLE VI

The mailing address of the principal office of the corporation is 700 North Water Street, Milwaukee, Wisconsin 53202 and

the name and address of the registered agent of the corporation is Robert S. Zigman, 700 North Water Street, Milwaukee, Wisconsin 53202.

ARTICLE VII

The number of directors shall be as set forth in the by-laws, but shall not be less than three. The name and address of each initial director is:

Robert Feind	2757 North Shepard Avenue Milwaukee, Wisconsin 53211
John Dahlberg	231 West Michigan Street Milwaukee, Wisconsin 53202
Carl W. Moebius	300 North Jefferson Milwaukee, Wisconsin 53202
A. D. Robertson	660 East Mason Street Milwaukee, Wisconsin 53202
Robert P. Harland	2100 Marine Plaza Milwaukee, Wisconsin 53202
W. H. Brady	727 West Glendale Avenue Milwaukee, Wisconsin 53209
John S. Randall	3005 North Lake Drive Milwaukee, Wisconsin 53211
Robert S. Zigman	700 North Water Street Milwaukee, Wisconsin 53202

ARTICLE VIII

The designation of such class or classes, and the qualifications, rights and method of acceptance of members of each class shall be as set forth in the by-laws of the corporation.

ARTICLE IX

The corporation shall not have or issue shares of stock. No dividends shall be paid and no part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE X

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the proper Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such

organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

All provisions of these Articles of Incorporation shall be subject to amendment, consistent with the provisions of Chapter 181 of the Wisconsin Statutes and Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Dated this 4<sup>th</sup> day of August, 1978.

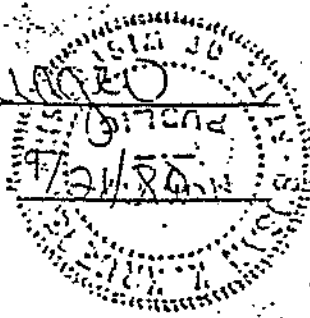
INCORPORATOR:

Thomas J. Phillips  
Thomas J. Phillips

STATE OF WISCONSIN )  
                                  ) SS.  
COUNTY OF MILWAUKEE )

Personally came before me, this 4<sup>th</sup> day of August 1978, Thomas J. Phillips, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Suzanne Y. Phillips  
Notary Public  
My commission expires 9/21/80



This instrument was drafted by Thomas J. Phillips. Please return to Thomas J. Phillips, 2100 Marine Plaza, Milwaukee, Wisconsin 53202.

STATE OF WISCONSIN  
DEPARTMENT OF STATE  
RECEIVED AND FILED

AUG 04 1978

DOUGLAS LANOLLETTE  
SECRETARY OF STATE

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
SCIENCE TECHNOLOGY CENTER/M.P.M., INC.  
(A Wisconsin Nonstock, Nonprofit Corporation)

The following Articles of Amendment to the Articles of Incorporation are executed by the undersigned pursuant to "The Wisconsin Nonstock Corporation Law," Chapter 181 of the Wisconsin Statutes:

(1) The name of the corporation is Science Technology Center/M.P.M. Inc.

(2) The amendments to the Articles of Incorporation are as follows:

(a) Article I of the Articles of Incorporation is amended in its entirety to read as follows:

"The name of the corporation is Science, Economics and Technology Center, Inc."

(b) Article VIII of the Articles of Incorporation is amended in its entirety to read as follows:

"The corporation shall have no members \*"

(c) Article IX of the Articles of Incorporation is amended by deleting the word "member" in the fourth line thereof.

(3) As of the 15th day of January, 1982, the corporation had no members. Therefore, the amendments were adopted by the affirmative vote of a majority of the corporation's Board of Directors; said vote of the Board of Directors occurred at a

*The manner of electing the directors will be set forth in the by-laws*

duly - called meeting of the Board of Directors held on  
the 15th day of January, 1982.

Executed in duplicate this 15th day of January, 1982.

SCIENCE TECHNOLOGY CENTER/  
M.P.M. INC.

NO SEAL

BY: *Robert P. Barland*  
Robert P. Barland, President

BY: *Philip M. McGowan*  
Philip McGowan, Secretary

This instrument was drafted by Jean E. Trompeter.

Please return to Jean E. Trompeter, 2100 Marine Plaza, X  
Milwaukee, WI 53202.

STATE OF WISCONSIN  
FILED  
JAN 19 1982  
VEL PHILLIPS  
SECRETARY OF STATE

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
SCIENCE, ECONOMICS AND TECHNOLOGY CENTER, INC.  
(A Wisconsin Nonstock, Nonprofit Corporation)

---

The following Articles of Amendment to the Articles of Incorporation are executed by the undersigned pursuant to "The Wisconsin Nonstock Corporation Law," Chapter 181 of the Wisconsin Statutes:

(1) The name of the corporation is Science, Economics and Technology Center, Inc. The county in which its principal office is located is Milwaukee County, Wisconsin.

(2) The following resolution to the Articles of Incorporation was adopted by a majority of the Board of Directors at a specially called meeting held on the 22nd day of July, 1985:

RESOLVED, that Article I of the Articles of Incorporation by and hereby is amended in its entirety to read as follows:

ARTICLE I

The name of the corporation is  
Museum of Science, Economics and  
Technology, Inc.

(3) The corporation has no members. Therefore, the amendment was adopted by the corporation's Board of Directors.

MILWAUKEE COUNTY



Executed in duplicate this 5<sup>th</sup> day of September,  
1985.

SCIENCE, ECONOMICS AND  
TECHNOLOGY CENTER, INC.

(SEAL)

By Robert P. Harland  
Robert P. Harland, President

By Philip M. McGoohan  
Philip McGoohan, Secretary

STATE OF WISCONSIN  
FILED

SEP 24 1985

DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

This instrument was drafted by Robert P. Harland, 2100  
Marine Plaza, Milwaukee, Wisconsin 53202.