

COUNTY UNIT PURCHASE AND SALE AGREEMENT

This COUNTY UNIT PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2022 (the “**Effective Date**”), by and between **MILWAUKEE COUNTY**, a Wisconsin municipal corporation (“**Buyer**”), and **FORENSIC SCIENCE AND PROTECTIVE MEDICINE COLLABORATION, INC.**¹, a Wisconsin non-stock corporation (“**Seller**”).

RECITALS:

A. The State of Wisconsin (the “**State**”) issued a Request for Proposal No. 455-005 on December 17, 2020, as amended by that certain Amendment to RFP No. 455-005, posted February 2, 2021 (collectively, the “**RFP**”), for the purposes of the development of a condominium building which would contain a condominium unit to be utilized for the purposes of a State crime lab, and another condominium unit which could also house a medical examiner’s office and office of emergency management for Buyer. Buyer acknowledges and agrees that (i) the RFP was utilized as a basis of design for the core and shell space for the Building and the State’s Condominium Unit and (ii) Seller and Buyer have agreed upon certain design and other aspects as set forth in **Exhibit B** attached hereto and made a part hereof by this reference (the “**Preliminary Scope**”) that describe the improvements within the Condominium.

B. C.D. Smith Construction, Inc. (“**Developer**”), on behalf of Seller, is working in collaboration with Buyer and the State to execute and deliver (i) to Buyer a complete turn-key condominium unit for the proposed use as a medical examiner’s office and office of emergency management in accordance with the Preliminary Scope and Plans and Specifications (as such term is defined below) for the County Unit (as such term is defined below) and (ii) to the State a complete turn-key condominium unit for the proposed use as a crime lab.

C. Buyer and Seller agreed that Seller would construct a commercial building (the “**Building**”) upon certain real property depicted on the site plan set forth in **Exhibit A** attached hereto and made a part hereof (the “**Land**”), which Land (i) is located on the Milwaukee Regional Medical Center campus (the “**Campus**”) located in Wauwatosa and Milwaukee, Wisconsin and (ii) shall be ground leased pursuant to a ground lease (the “**Ground Lease**”) to be entered into by and between The Medical College of Wisconsin, Inc. (“**MCW**”), as ground lessor, and Seller, as ground lessee, and subsequently assigned to (1) Buyer and State, as co-tenants, or (2) the Condominium Association² (as such term is defined below) at or prior to Closing. Seller's leasehold interest in the Land and the Building will be subjected to the condominium form of ownership and shall specifically describe two (2) commercial condominium units (each a “**Condominium Unit**”) owned by the State and the Buyer, respectively. The condominium shall be known as the **Forensic Science and Protective Medicine Collaboration Condominium**³ (the “**Condominium**”), which Condominium shall be created and/or governed pursuant to a condominium plat (“**Condominium Plat**”), a

¹ General Note: Confirm entity is created prior to execution.

² General Note: Seller to confirm whether the assignment should be to the Association or the members of the Association.

³ General Note: Seller is in the process of confirming name for the Condominium.

condominium declaration (the “**Condominium Declaration**”), and by condominium by-laws or an agreement in lieu of bylaws under Wis. Stat. Sec. 703.36(3m) (the “**Condominium By-Laws**” and together with the Condominium Declaration and the Condominium Plat, the “**Condominium Documents**”), pursuant to which a non-profit corporation governed by the owners of each Condominium Unit or a board of directors elected by such owners shall be created (the “**Condominium Association**”).

D. Seller initially intended to lease “Unit 1” of the Condominium to Buyer and lease “Unit 2” of the Condominium (the “**State Unit**”) to the State’s Department of Administration for Department of Justice operations. However, Buyer has elected to forego any leasing arrangement and has requested that Seller develop and construct the Property, then sell the Property to Buyer upon Substantial Completion (as defined in Section 3 below) of the Property.

E. Seller has agreed to sell the Property to Buyer and Buyer has agreed to buy the Property from Seller, subject to the terms and provisions of this Agreement.

WITNESSETH THAT:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, all of Seller’s right, title and interest in and to the following described property and any and all rights appurtenant thereto:

(a) County Unit. The commercial Condominium Unit to be constructed and projected to contain approximately [112,000] square feet of space located in the Condominium, together with all right, title and interest of Seller in and to all easements, rights of way, privileges and appurtenances belonging or appertaining to such real property, including but not limited to an undivided percentage interest in the common elements of the Condominium (the “**County Unit**”);

(b) Improvements. All permanent fixtures and improvements of every kind and nature and description that will be part of the County Unit (hereinafter, the foregoing are collectively referred to as the “**Improvements**”) (the County Unit and Improvements are hereinafter collectively referred to as the “**Property**”);

(c) Warranties. To the extent transferrable, all warranties, guaranties and bonds, including without limitation, contractors’ and manufacturers’ warranties or guaranties relating to the County Unit or personal property relating exclusively to the County Unit (the “**Warranties**”); and

(d) Plans. Subject to intellectual property rights of the authors of the following, copies all site plans, surveys, soil and substance studies, architectural drawings, plans and specifications, engineering, electrical and mechanical plans and studies, floor plans, landscape plans, environmental assessment reports, engineering, structural or physical inspection reports, appraisals and other plans and studies of any

kind relating to the Property, to the extent owned by Seller⁴ and in Seller's possession or control (the "**Plans**")⁵.

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be One Hundred Million Seven Hundred Ninety-Two Thousand Seventy-Eight and 00/100 Dollars (\$100,792,078.00) (the "**Purchase Price**")⁶; provided, however, that the final Purchase Price shall be adjusted and calculated in accordance with this Section 2 and provisions of this Agreement, including, without limitation, the terms and provisions of Section 3. Attached to this Agreement as Exhibit E is the projected development budget for the construction of the County Unit (the "**Preliminary Budget**") pursuant to the Plans and Specifications agreed to by Buyer and Seller in accordance with Section 3(d) hereof, including all hard costs and soft costs. The Preliminary Budget estimates that the Purchase Price will be One Hundred Million Seven Hundred Ninety-Two Thousand Seventy-Eight and 00/100 Dollars (\$100,792,078.00), which includes Sixty-Three Million Five Hundred Ninety-Seven Thousand Six Hundred Twenty-Four and 00/100 Dollars (\$63,597,624.00) for hard construction costs for the core and shell of the Building, which is a fixed cost (the "**Core and Shell Hard Costs**"), and Thirty-Seven Million One Hundred Ninety-Four Thousand Four Hundred Fifty-Four and 00/100 Dollars (\$37,194,454.00) for the costs for the Finishes, as defined below (the "**Finishing Costs**"). Seller represents and warrants to Buyer that the Core and Shell Hard Costs is fifty percent (50%) of the cost to complete construction of the core and shell of the Building. Any changes to the Core and Shell Hard Costs after the Effective Date shall be made by Change Order in accordance with Section 3(f) of this Agreement. The Preliminary Budget is based on Seller's best estimate, as of the date of execution of this Agreement, of the Core and Shell Hard Costs, which is a fixed cost, and the Finishing Costs to construct the County Unit in accordance with the Plans and Specifications. Upon the completion of construction contract for the construction of the County Unit, Seller will produce a final budget detailing the Finishing Costs (the "**Final Budget**"). In the event the Final Budget shows that the Finishing Costs have increased from the Finishing Costs set forth in the Preliminary Budget, then the Purchase Price shall be increased on a dollar-for-dollar basis. In the event the Final Budget shows that the Finishing Costs have decreased from the Finishing Costs set forth in the Preliminary Budget, then the Purchase Price shall be decreased on a dollar-for-dollar basis. To assure that Buyer has access to the Final Budget, the construction of the Finishes shall be an "open book" project, meaning that the Seller will assure continuing access to the Buyer and its agents at Seller's or Developer's office for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the Finishing Costs. The Purchase Price shall be payable as follows:]⁷

(a) Deposit. Within thirty (30) days after the execution of this Agreement, Buyer shall deposit One Million and 00/100 Dollars (\$1,000,000.00) (the "**Earnest Money**") with the Title Company (as defined below), pursuant to a mutually agreed escrow agreement between Seller, Buyer, and the Title Company (the "**Earnest Money**").

⁴ Note to Seller: If any "Plans" will be owned by MCW instead, can Seller confirm Buyer's ability to obtain copies for our records (as opposed to having them assigned at closing).

⁵ General Note: Seller to confirm certain Plans can be certified to Buyer at closing (e.g. survey, environmental reports, etc.) Buyer will require access to plans for the County Unit and/or building for all future work and development. If acceptable, modify closing requirements to include the same.

⁶ General Note: To be confirmed upon review of budget and scope.

⁷ General Note: Estimated amounts for "Core and Shell Hard Costs" and "Finishing Costs" are under review.

Escrow Agreement”) to be used in accordance with the terms of this Agreement for any Seller Expenses, provided, however, Buyer shall use reasonable efforts to deposit the Earnest Money sooner than the expiration of the aforementioned thirty (30) day period. The Earnest Money Escrow Agreement shall allow the Buyer fifteen (15) business days after receipt of written request for disbursement to review any disbursement requests prior to disbursement in order to confirm they are Seller Expenses and failure of Buyer to respond during such period shall be deemed an approval of such request. The Earnest Money, less any Seller Expenses, shall be refunded to Buyer in the event the transactions contemplated hereunder do not proceed to Closing (as defined below) for any reason other than a default by Buyer under this Agreement. For the purposes of this Agreement, **“Seller Expenses”** shall (i) mean any and all reasonable out-of-pocket expenses incurred by Seller in connection with the design, development, construction, and financing of the Property and the Condominium, and (ii) be deemed to include costs which have accrued through the date which Buyer is entitled to such refund of the Earnest Money, even if such costs have not actually been billed to Seller and paid by Seller at such time. In the event the transactions contemplated hereunder proceed to Closing (as defined below), Buyer shall receive a credit against the Purchase Price in the amount of the Earnest Money.

(b) Closing Date. On the Closing Date (as defined below), Buyer shall deliver the Purchase Price to the Title Company by electronic wire transfer or other immediately available funds, subject to adjustment for credits and pro-rations as set forth in this Agreement, for subsequent delivery by the Title Company to Seller pursuant to a mutually agreed upon settlement statement, which settlement statement will require that the Title Company hold an amount equal to the estimated cost for completion of any Punch List Items (as defined below) (the **“Punch List Holdback”**) in escrow pending completion of such Punch List Items. Immediately upon the Title Company’s receipt of confirmation from Buyer and Seller that portions of the Punch List Items have been completed, the Title Company shall release the amount held back for the applicable completed Punch List Items to Seller in accordance with a mutually agreed to **“Punch List Escrow Agreement”** executed by the parties and the Title Company at Closing. The Punch List Escrow Agreement shall require Seller to complete any Punch List Items promptly after Closing and shall allow Buyer to review and approve any completed Punch List Items prior to the disbursement of escrowed funds to Seller.

(c) Financing Allowance.

(i) The Purchase Price contains an allowance for the estimated interest on Seller’s short term construction loan. The interest cost allowance in the Purchase Price is \$.00 for the County Unit (the **“Financing Allowance”**). On the Closing Date, Buyer agrees to pay the actual interest costs, which shall be calculated as follows:

(a) Variable Interest Rate: Interest shall accrue daily and the interest rate shall be adjusted on the first business day of each month.

(b) Interest Rate Basis: Interest will be calculated on an Actual/360-day basis.

(c) Interest Accrual: Interest shall be computed based on the accumulated draw of principal and (accrued interest) for the actual number of days elapsed, using a 360-day-year basis, shall accrue from date of closing of Seller's construction loan and through the Closing Date ("**Actual Interest**").

(ii) On or before 30 days prior to the Closing Date, Seller shall provide to Buyer a statement from the construction lender evidencing the Actual Interest. On the Closing Date, the Purchase Price shall be adjusted to reflect the Actual Interest, such that the Purchase Price shall be increased or decreased by the amount that the Actual Interest is either greater than or less than the Financing Allowance.

[NTD: ALTERNATIVE PROPOSAL DISCUSSED TO PROVIDE SELLER WITH MONTHLY REIMBURSEMENT PAYMENTS OF INTEREST IN ACCORDANCE WITH A FINANCE ALLOWANCE ESCROW AGREEMENT BY WHICH SELLER WOULD PROVIDE BUYER WITH EVIDENCE OF PAYMENT TO LENDER. TO BE FURTHER DISCUSSED UPON RECEIPT OF SELLER'S LENDING PACKAGE].

(d) Interior Finishes & Improvements.⁸ Included within the Purchase Price is an allowance for improvements and finishes necessary for Buyer to utilize the County Unit for the Intended Use (collectively, the "**Finishes**") in an amount equal to **[Thirty-Seven Million One Hundred Ninety-Four Thousand Four Hundred Fifty-Four and 00/100 Dollars (\$37,194,454.00)]**⁹ (the "**Finishes Allowance**"), which figure is based on the Preliminary Scope for Seller's Work. All Finishes will be coordinated and competitive bid in an open and transparent process where reasonably practicable; provided, however, the cost of the Finishes shall not exceed the Finishes Allowance set forth above. Seller will provide monthly executive updates to Buyer on the Finishes and the work relating to the same. The updates will include but not be limited to drawing updates, bidding schedule, procurement schedule, TBE participation update, construction schedule and overall total budgets. Seller will work with Developer in assuring bid packages are prepared to maximize bidding efficiencies with the State and the State Unit. The Finishes include, without limitation, all building finishes, but specifically excluding (i) mechanical, electrical, and plumbing, (ii) building shell and envelope components, (iii) communications, (iv) security, and (v) fire protection.¹⁰ [NTD: ALTERNATIVE PROPOSAL DISCUSSED TO PROVIDE SELLER WITH MONTHLY PAYMENTS FOR

⁸ General Note: To discuss provisions more in-depth. Finishes will be tied to scope of Seller's Work and we will try to arrive at final number prior to execution. Confirm whether Finishes will include personal property that require a bill of sale at closing.

⁹ Note to Seller; Confirm this amount is all inclusive -i.e. including design costs, construction, etc. ?

¹⁰ General Note: Buyer to confirm

FINISHES RELATED WORK IN ACCORDANCE WITH A FINISHES ALLOWANCE ESCROW AGREEMENT BY WHICH SELLER WOULD PROVIDE BUYER WITH EVIDENCE OF COMPLETED WORK/LIEN WAIVERS/ETC. (I.E. DRAW REQUEST PACKAGE) PRIOR TO REIMBURSEMENT. TO BE FURTHER DISCUSSED UPON RECEIPT OF SELLER'S BUDGET.]

3. County Unit; Plans and Specifications; Construction.

(a) After all contingencies set forth in this Agreement for the benefit of Seller have been waived or satisfied, as set forth herein, Seller shall construct or cause the construction of the Building and the County Unit in accordance with the Plans and Specifications (as hereinafter defined), and otherwise in accordance with the terms of this Agreement, including, without limitation, the Preliminary Scope and this Section 3 (collectively, the “**Seller’s Work**” or the “**Project**”), at its sole cost and expense. Seller’s Work shall include the Finishes. Seller shall be responsible for the costs of Seller’s Work, which shall be completed in a manner so as to comply with all federal, state and local codes applicable to the County Unit. Seller’s Work shall be in compliance with the terms and provisions of the Preliminary Scope and the Plans and Specifications. Notwithstanding anything to the contrary set forth in this Agreement, Seller and Buyer acknowledge that, due to current supply chain issues and limited material options, Seller may be reasonably required to deviate from the Preliminary Scope and the Plans and Specifications (a “**Deviation**”); provided, however, any Deviation shall be subject to the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned, or delayed if such Deviation does not have any material impact on Buyer’s ability to use the Property for the Intended Use. With respect to any Deviation which does have a material impact on the Buyer’s ability to use the Property for the Intended Use, Buyer may grant or withhold its approval in its sole discretion. In the event that any Deviation results in a net savings to Seller’s overall costs, the Purchase Price shall be adjusted accordingly to account for such savings incurred due to such Deviation. There shall be no increase in the Purchase Price in the event that any Deviation results in an increase to Seller’s overall costs, except to the extent Buyer has provided prior written approval of the same.

(b) Seller and Buyer shall provide each other with the name of a person who shall act as a representative (“**Seller’s Representative**” and “**Buyer’s Representative**”, respectively) for the purpose of submissions and approvals called for in this Section 3. Seller’s and Buyer’s Representative, and any additional representatives who may wish to participate, shall meet at least once a month (at a mutually agreeable time and place) to discuss specific details regarding progress, approvals, permits, timelines, and any other items related to the construction of Seller’s Work and at least once a month (at a mutually agreeable time and place) to discuss general updates regarding progress, approvals, permits, timelines, and any other items related to the construction of Seller’s Work. The parties agree that upon request (and more frequently the months prior to Closing) Seller shall provide Buyer with additional updates regarding progress on Seller’s Work. Seller shall allow Buyer’s Representative to inspect the Property as frequently as reasonably requested; provided, however, Buyer shall conduct such inspection in a manner to minimize any interruption to Seller’s Work. In addition, Seller shall provide Buyer with

prior written notice of any lender required inspections of the Property, and Buyer's Representative may attend the same. All submissions to Buyer or Seller or approvals to be given by either party as called for herein shall be directed to and given by Buyer's Representative or Seller's Representative. Buyer's Representative shall initially be [REDACTED]. Seller's Representative shall initially be [REDACTED].

(c) Buyer and Seller acknowledge and agree that, as part of the development of the County Unit, the Building, and the Condominium, including, without limitation, the infrastructure relating thereto, Seller will be required to grant certain cross-access, utility, and other easements, and enter into certain construction and maintenance agreements related to infrastructure, roadways, storm water management and other items related to the development of the County Unit, the Building, and the Condominium as may be reasonably necessary for the construction and operation thereof (such easements and agreements are each, a "**Development Agreement**" and, collectively, the "**Development Agreements**"). Buyer acknowledges and agrees that the Development Agreements may contain, amongst other things, certain provisions for allocation of maintenance charges, maintenance obligations and ownership of roadways. Buyer agrees and acknowledges that Buyer shall have no consent or approval rights with respect to any Development Agreements which (i) does not impact the Buyer's ability to use the County Unit for the Intended Use and (ii) does not cause a material adverse change to the economic cost of operating the County Unit for the Intended Use; provided, however, with respect to any Development Agreement which (1) impacts the Buyer's ability to use the County Unit for the Intended Use or (2) causes a material adverse change to the economic cost of operating the County Unit for the Intended Use, Seller shall not enter into such Development Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed. Buyer shall have fifteen (15) days¹¹ after receipt of written request from Seller requesting consent to any Development Agreement to provide a written response. Any notice withholding consent shall include detailed objections. In the event Buyer does not respond to Seller within the fifteen (15) day period, Seller shall provide Buyer with a written notice indicating the same (email notice to Buyer's Representative is sufficient). If after the aforementioned written notice to Buyer, Buyer fails to respond such failure of Buyer shall be deemed to be an approval of the same. Upon timely receipt of Buyer's objections, Seller shall promptly revise the Development Agreement and provide the same to Buyer for approval, at which point Buyer shall have five (5) days to review and approve the same. In the event the revised Development Agreement does not address Buyer's objections, the parties will continue the review and approval process aforementioned until the parties agree to a final approved Development Agreement.

(d) Seller shall, at Seller's sole cost, prepare the schematic design package for the Building and the County Unit (the "**Schematic Designs**") within one hundred thirty-five (135) days after the execution of this Agreement and provide the same to Buyer for

¹¹ Note to Seller: If Buyer agree to the shortened time period (20 to 15 days) then Buyer requires an additional notice.

review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer shall have a period of thirty (30) days after Buyer's receipt of the Schematic Designs to review the same and respond to Seller in writing with (i) approval or (ii) reject with detailed objections to the Schematic Designs. In the event Buyer does not respond to Seller within the thirty (30) day period, Seller shall provide Buyer with a written notice indicating the same (email notice to Buyer's Representative is sufficient). If after the aforementioned written notice to Buyer, Buyer fails to respond such failure of Buyer shall be deemed to be an approval of the same. Promptly after approval of the Schematic Designs, Seller shall, at Seller's sole cost and expense, prepare subsequent packages of drawings, plans and specifications for the Building and the County Unit (together with the Schematic Designs, collectively, the "**Plans and Specifications**"), which will be submitted in multiple packages and/or iterations to Buyer along with an updated construction schedule ("**Construction Schedule**") for Buyer's review. Buyer shall have the right to review and comment upon the Plans and Specifications (other than the Schematic Designs), which comments shall be (i) required to be provided within thirty (30) days after Buyer's receipt of any package of draft Plans and Specifications (other than the Schematic Designs) and (ii) expressly limited to items or matters of such Plans and Specifications which are inconsistent with the approved Schematic Designs. In the event Buyer does not respond to Seller within the thirty (30) day period, Seller shall provide Buyer with a written notice indicating the same (email notice to Buyer's Representative is sufficient). If after the aforementioned written notice to Buyer, Buyer fails to respond such failure of Buyer shall be deemed to be an approval of the same. Within fifteen (15) days after Seller's receipt of comments from Buyer, Seller shall respond in writing to Buyer with revised Plans and Specifications, to the extent Seller has accepted Buyer's comments or with reasoning behind any rejection. Subject to Buyer providing comments within a timely manner, Seller and Buyer shall repeat the foregoing process until Seller and Buyer agree upon final Plans and Specifications. Notwithstanding anything to the contrary contained herein or in this Agreement, in the event Seller enters into any design, construction, or similar contracts which (1) materially impacts the Buyer's ability to use the County Unit for the Intended Use or (2) causes a material adverse change to the economic cost of operating the County Unit for the Intended Use, Seller shall not enter into such agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed. Buyer shall have fifteen (15) days after receipt of written request from Seller requesting consent to any such agreement to provide a written response.

(e) Seller and Buyer acknowledge and agree that the Plans and Specifications must be submitted for review by the board of directors (the "**Board**") of Milwaukee Regional Medical Center, Inc. ("**MRMC**") pursuant to the terms of the Declaration of Restrictions and the Bylaws of MRMC, and Seller and Buyer shall in good faith consider any comments or suggestions made by the Board. Buyer further acknowledges and agrees that MRMC, and Land Bank each may intend to promulgate guidelines, rules and regulations regarding the development, use and operation of projects within the Campus (the "**MRMC Rules**"), and the compliance with the MRMC Rules, once promulgated, is a requirement under the Ground Lease and the Condominium Documents, provided that

any MRMC Rules are reasonable, and do not materially and¹² adversely affect Buyer's Intended Use of the Property. Buyer acknowledges that the Building and State Unit shall also be subject to required approvals under the MRMC Rules.

(f) The parties acknowledge that the Plans and Specifications, Construction Schedule, and Schematic Designs will be prepared and agreed upon after the Effective Date and consequently, changes and revisions will need to be contemplated to accommodate changes in scope and cost. Buyer and Seller, through their respective authorized agents only, may, at their option, revise said Plans and Specifications prior to commencement of construction and/or request changes during construction (each a "**Change Order**"), provided, however, with respect to any change that will impact the scope, costs, or schedule, written approval from the other party shall be required, such approval not to be unreasonably withheld, conditioned, or delayed (provided that any such change does not materially or adversely affect Buyer's Intended Use of the Property, and in such event, Buyer may withhold consent in its sole discretion). The method and amount of payment by Buyer for any Change Order, regardless of whether it increases the costs of constructing the County Unit or credit is owed to Buyer for any decrease in costs of constructing the County Unit, shall be negotiated in good faith between parties and documented in writing at the time of said requested changes. Any Change Order will be reflected as a change to the Purchase Price. Notwithstanding anything to the contrary contained herein, in the event a Change Order relates to the shell and core of the Building Seller will make good faith efforts to negotiate an equitable cost allocation between Buyer and Seller.

(g) For the purposes of this Agreement, "**Substantial Completion**," "**Substantially Complete**," and other terms or phrases of similar import shall mean the stage in the progress of the Seller's Work with respect to the County Unit when (i) the Seller's Work is sufficiently complete in accordance with the Plans and Specifications to allow Buyer to take possession of the County Unit to allow Buyer to utilize the County Unit as a medical examiner's office and office of emergency management (the "**Intended Use**"), subject only to Punch List Items and (ii) Seller has obtained a certificate of occupancy for the County Unit. Seller agrees to provide Buyer with at least sixty (60) days' prior written notice of the estimated date for Substantial Completion.

(h) The term "**Punch List Items**" shall mean details of construction and mechanical and electrical adjustments which are minor in character and do not materially interfere with Buyer's ability to take possession of the County Unit to complete any and all other improvements and finishing work necessary to allow Buyer to utilize the County Unit for the Intended Use, and may also include landscaping and other items which do not materially affect Buyer's use of the County Unit but which cannot be immediately completed because of weather. Buyer and Seller agree that Buyer and Seller shall use commercially reasonable efforts to perform a walk-through of the County Unit within five (5) business days after Substantial Completion of the County Unit to identify and agree upon the list of Punch List Items.

¹² Note to Seller: To be discussed with MRMC directly.

4. Marketable Title; Liens. At the Closing, title to the Property shall be good and marketable, free and clear of all monetary liens, monetary claims or liens by contractors, subcontractors, suppliers, and materialmen (but not including any lien arising in connection with any work performed by or on behalf of Buyer – excluding Seller’s Work) or, if any such liens have been filed, the Seller shall have obtained a bond against any such liens sufficient to enable the Title Company to insure Buyer over same. Notwithstanding the foregoing or anything to the contrary contained herein, the Buyer expressly acknowledges that, as of the Closing, Seller may not have received full lien waivers from all contractors, subcontractors and suppliers. In the event that Seller has not received full lien waivers from all contractors, subcontractors and suppliers then:

(a) Seller agrees to (i) indemnify and hold Buyer and the Title Company harmless, to the fullest extent permitted by law, from any and all third party claims or causes of action arising from liens for which Seller has not received waivers from any and all contractors, subcontractors or suppliers, and (ii) shall cause the Title Company to insure Buyer over any such liens; and

(b) Buyer may elect to withhold an amount equal to 120% of any outstanding liens (“**Lien Withholding Amount**”) from the Purchase Price and place the Lien Withholding Amount in escrow until such time as Seller either satisfies the liens or receives lien waiver for all outstanding liens, at which time Buyer shall release the Lien Withholding Amount from escrow and pay it to Seller.

5. Title Commitment. On or before the date which is thirty (30) days prior to the Closing Date, Seller shall provide, at Seller’s cost and expense, a current ALTA title insurance commitment (the “**Title Commitment**”) for the issuance to Buyer of an extended coverage owner’s policy of title insurance (the “**Title Policy**”) from Chicago Title Insurance Company (the “**Title Company**”), together with electronic copies of all documents constituting exceptions to the title as reflected in the Title Commitment, for the County Unit. If the Title Commitment discloses any item that would cause the title to the County Unit to not be good and marketable as required under Section 4, then at least twenty (20) days prior to the Closing, Buyer shall provide written notice thereof to Seller (a “**Title Notice**”) and Seller shall confirm by written notice thereof to Buyer that any such items will be satisfied on or before the Closing Date; provided, however, notwithstanding anything to the contrary set forth in this Agreement, (i) in no event shall Buyer have any right to object to (A) any of the permitted encumbrances set forth on Exhibit C attached hereto and made a part hereof by this reference (the “**Permitted Encumbrances**”)¹³, all of which Buyer acknowledges have been reviewed and approved by Buyer, and (B) any of the Development Agreements, and (ii) in no event shall any of the Permitted Encumbrances or the Development Agreements be deemed to cause the title to the County Unit not to be good and marketable under Section 4 of this Agreement. Notwithstanding the foregoing, Buyer may object to any exceptions to the Title Commitment not disclosed on Exhibit C that modify, amend, or affect any Permitted Encumbrances in accordance with its Title Notice. If Seller is unable to cure any matters objected to by Buyer in the Title Notice on or before the Closing Date, then the Closing may be postponed by Seller up to an additional sixty

¹³ Note to Seller: Title is under review.

(60) days during which time Seller shall in good faith and with due diligence seek to cure such matters. If, notwithstanding such efforts any such objection is not cured before the extended Closing Date, then Buyer may, prior to the extended Closing Date: (i) give notice to Seller of Buyer's intent to cure such matters and thereafter proceed with the purchase of the Property; or (ii) reduce the Purchase Price by an amount equal to the dollar amount of any uncured matter having a quantifiable value, proceed with the purchase of Property subject to the uncured matter; or (iii) waive all uncured matters which are not capable of being quantified, and proceed to Closing without any adjustment of or credit towards the Purchase Price. Except as expressly provided in this Agreement to the contrary, Buyer shall not be entitled to terminate this Agreement by reason of the existence of any title matter not objected to by Buyer prior to the date Seller acquires the Land.¹⁴

6. Condominium Approval. Seller has provided Buyer with drafts of the Condominium Documents. Buyer and Seller agree to negotiate the final terms and conditions of the Condominium Documents on or prior to [REDACTED], 2023]; provided, however, that the final Condominium Documents shall be subject to the review and approval of applicable local government authorities as provided herein.

7. Ground Lease. Seller has provided Buyer with a draft of the Ground Lease for Buyer's review and reasonable approval. Buyer and Seller agree to negotiate the final terms and conditions of the Ground Lease on or prior to [REDACTED], 2023].

8. Closing Conditions.

(a) Buyer Closing Conditions. Buyer's obligations under this Agreement are contingent upon satisfaction or waiver of the following (collectively, the "**Buyer Closing Conditions**"):

(i) the Building and County Unit shall have been Substantially Completed.

(ii) If Buyer has provided Seller with a Title Notice, Seller shall have confirmed in writing that any such items in the Title Notice will be satisfied to the reasonable satisfaction of Buyer and the Title Company on or before the Closing Date; provided, however, that Buyer expressly acknowledges and agrees that, if the Title Company has agreed to delete the mechanics lien exception from the Title Policy by the acceptance of an indemnity agreement or otherwise, the objection to any mechanics lien exception in any Title Notice shall be deemed satisfied.

(iii) All of Seller's representations and warranties shall be true and correct in all material respects and Seller shall have performed all of Seller's obligations under this Agreement.

¹⁴ General Note: Seller to provide certified ALTA survey and reliance letters for any environmental reports.

(iv) The Ground Lease shall be in final form to be executed prior to Closing in accordance with Section 7, and an assignment of the Ground Lease shall be in final form to be executed prior to Closing, as contemplated in Recital C.

(v) The Condominium Documents shall be in final form to be executed prior to Closing in accordance with Section 6.

(b) Failure of a Buyer Closing Condition. If any of the Buyer Closing Conditions have not been satisfied on or before the Closing Date, then Buyer shall have the right to delay the Closing Date until such condition(s) are satisfied. If Buyer elects to delay the Closing Date Buyer shall only be responsible for payment of the actual financing cost under Section 2(c) of this Agreement as calculated on the original Closing Date (if all of the Buyer's Closing Conditions had been timely satisfied). Payment of any increase in the actual financing cost incurred after the original Closing Date shall be Seller's responsibility. Buyer shall have the right to unilaterally waive any Buyer Closing Conditions by written notice to Seller or by proceeding to Closing.

9. Representations and Warranties of Seller.

(a) Representations and Warranties. Seller hereby represents and warrants to Buyer that, as of the Effective Date and as of the Closing Date:

(i) Seller has or shall have upon satisfaction or waiver of Seller's contingencies set forth in Section 15, the full right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement, including, without limitation, the right, power and authority to convey the Property to Buyer in accordance with the terms and conditions contained in this Agreement, and the consummation of the transaction contemplated by this Agreement will not violate any other agreement to which Seller is a party.

(ii) Except as otherwise provided in this Agreement, no consent of any third party is required in order for Seller to enter into this Agreement and to consummate the transaction contemplated by this Agreement (other than those that have been obtained or will be obtained on or prior to the Closing).

(iii) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(iv) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely

determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(v) Excepting the Ground Lease, there are no leases, licenses of any kind, including, without limitation, service, supply or equipment rental contracts, affecting the County Unit which will survive the Closing.

(vi) Seller is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated pursuant thereto.

(vii) Neither the execution, delivery or performance of this Agreement nor compliance herewith conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under any agreement or instrument to which Seller is a party or by which it, or to its knowledge the County Unit, are bound.

(viii) Seller has received no written notice of any violation of any applicable statutes, laws, ordinances, or codes with regard to the Property.

(ix) Seller represents and warrants that, to Seller’s knowledge, and except as may be disclosed in any written environmental reports furnished to Buyer by Seller prior to the execution of this Agreement, (i) there have been no releases of Hazardous Substances at, on or under the Property which would or could give rise to a cleanup or remediation obligation under any Environmental Laws; (ii) the Property has not been used for the treatment, storage or disposal of any Hazardous Substance as such treatment, storage or disposal may be regulated under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* or its state counterparts, as amended and/or reauthorized, and regulations promulgated thereunder; (iii) there are no underground or above ground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on or in the Property; and (iv) there are no radioactive materials, polychlorinated byphenyl, asbestos, urea-formaldehyde foam insulation, poly vinyl chloride, petroleum, or any substance or compound containing any of the foregoing located on or in the Property. For the purposes of this Section 9(a)(ix), “**Environmental Laws**” means all federal and state laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, state or local) now or hereafter in effect relating to the environment, public health, environmental, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Property as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001, et seq.; the Clean Air Act, 42 U.S.C. §§ 7402 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq., the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; and any successor statutes and regulations to the foregoing). For the purposes of this Section 9(a)(ix), “**Hazardous Substances**” means (a) all chemicals, materials and substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls (“PCBs”), and substances and compounds containing PCBs.

(b) Breach of Representation and Warranty. If Seller learns of any actual or alleged material inaccuracy with respect to any representations or warranties made by Seller in this Agreement, Seller shall immediately notify Buyer in writing thereof. Seller shall, on or before the earlier of the scheduled Closing Date or the date that is ten (10) days after learning of such actual or alleged material inaccuracy, make commercially reasonable efforts to cure such inaccuracy. Failing such cure by Seller, Seller shall, within the period described in the preceding sentence, notify Buyer in writing of such failure to cure, and, provided such inaccuracy is discovered prior to the applicable Closing and is not due to the negligence or misconduct of Seller, Buyer’s sole remedy in such event shall be to elect, on or before the date which is five (5) days after receiving such written notice from Seller, to either (i) waive such breach and continue the transaction contemplated by this Agreement, or (ii) elect to terminate this Agreement by written notice to Seller, in which event Earnest Money, less any Seller Expenses, shall be refunded to Buyer and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). In the event such inaccuracy is discovered after the Closing Date and/or is due to the negligence or misconduct of Seller, Buyer shall, in addition to the foregoing remedies, be entitled to seek damages suffered by Buyer on account of Seller’s breach.

(c) Seller’s Knowledge. “To Seller’s knowledge” or similar words or phrases as used in this Section 9 shall mean the actual or constructive knowledge of [REDACTED]¹⁵, without any obligation of due inquiry.

¹⁵ General Note: Seller in the process of confirming appropriate person for knowledge qualifier.

10. Survival of Representations and Warranties of Seller. The representations and warranties made by Seller in Section 9 of this Agreement shall survive the Closing for a period of one (1) year.

11. Representations and Warranties of Buyer.

(a) Representations and Warranties. Buyer hereby represents and warrants to Seller that, as of the Effective Date and as of each Closing Date:

(i) Buyer has the full right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement and the consummation of the transaction contemplated by this Agreement will not violate any other agreement to which Buyer is a party.

(ii) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(b) Breach of Representation and Warranty. If Buyer learns of any actual or alleged material inaccuracy with respect to any representations or warranties made by Buyer in this Agreement, Buyer shall immediately notify Seller in writing thereof. Buyer shall, on or before the earlier of the scheduled Closing Date or the date that is ten (10) days after learning of such actual or alleged material inaccuracy, make commercially reasonable efforts to cure such inaccuracy. Failing such cure by Buyer, Buyer shall, within the period described in the preceding sentence, notify Seller in writing of such failure to cure, and, Seller shall, in addition to the remedies set forth in Section 14(b) arising from a Buyer default, be entitled to seek damages suffered by Seller on account of Buyer's breach.

(c) Survival. The representations and warranties of Buyer shall survive Closing for a period of one (1) year.

12. Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") is to occur at the office of the Title Company (or through escrow using the Title Company as escrow agent) on or before the date which is thirty (30) days after the Substantial Completion of the County Unit (the "**Closing Date**").

13. Closing Deliveries.

(a) Seller's Deliveries. At the Closing, Seller shall execute and deliver the following to the Title Company:

(i) a condominium deed conveying to Buyer title to the County Unit;

(ii) a counterpart of the ROFR Agreement (as such term is defined in Section 34 of this Agreement)¹⁶;

(iii) an assignment of Seller's right, title, and interest to the Warranties and Plans, to the extent transferrable, in a form reasonably acceptable to Seller and Buyer;

(iv) gap indemnity, owner's and other affidavits and indemnities customarily required by the Title Company and sufficient to deliver to Buyer the Title Policy;

(v) an affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

(vi) an executed copy of the Ground Lease;

(vii) executed copies of the Condominium Documents;

(viii) such evidence of Seller's power and authority as the Title Company may reasonably require; and

(ix) such other documents as may be required by the terms of this Agreement, or as may reasonably be necessary in order to consummate the transaction contemplated by this Agreement.

(b) Buyer's Deliveries. At the Closing, Buyer shall execute (as applicable) and deliver the following to the Title Company:

(i) the Purchase Price, subject to any credits or pro-rations provided for in this Agreement;

(ii) a counterpart of the ROFR Agreement; and

(iii) such other documents as may be required by the terms of this Agreement, or as may reasonably be necessary in order to consummate the transaction contemplated by this Agreement.

(c) Closing Statement. At Closing, Seller and Buyer shall each execute a counterpart to a closing statement drafted by the Title Company, which shall be in form and substance reasonably acceptable to both Seller and Buyer.

(d) Closing Costs. Seller shall pay Seller's attorneys' fees, recording fees to release any Seller liens, the cost of the title insurance premium for the Title Policy and the cost of any endorsements necessary for Seller to deliver the Title Policy in the form

¹⁶ Note to Seller: Modify based on comment related to mutual ROFR (see Footnote 27).

required hereunder, and one-half (1/2) of the escrow fees charged by the Title Company. Buyer shall pay Buyer's attorneys' fees, the Wisconsin real estate transfer tax¹⁷, the cost of any endorsements to the Title Policy requested by Buyer and not Seller's responsibility to obtain in order to deliver the Title Policy in the form required hereunder¹⁸, and one-half (1/2) of the escrow fees charged by the Title Company. Buyer shall pay no brokerage fees at closing.

(e) Closing Prorations. The Purchase Price shall be subject to the following prorations and adjustments.

(i) Real Property Taxes. If the County Unit is taxable, Seller shall pay all real property taxes for the years prior to the year of Closing. Real property taxes levied for the year of Closing shall be prorated effective as of the Closing Date using the actual real property taxes levied for the year of Closing (if known). If the amount of taxes levied in the year of Closing is not known at the time of Closing, Buyer and Seller shall prorate the real property taxes at the time of Closing on a daily basis based on the net real property taxes for the previous year. Buyer shall receive a credit to the Purchase Price at Closing for Seller's pro rata share of real property taxes. In the event the County Unit is not taxable for the year of Closing, there shall be no proration.

(ii) Special and Area Assessments. Seller shall pay any and all special and area assessments for work actually completed or levied up to and through the Closing Date with respect to its portion of the Property. Buyer shall be responsible for all other special and area assessments levied against the County Unit after the Closing Date.

(iii) Utilities. To the extent that utility meters are not read and final bills rendered as of the Closing Date, water, sewer, electricity and other public utility charges with respect to the County Unit (or any portion thereof) shall be prorated effective as of the day immediately preceding the Closing Date utilizing an estimate of such charges reasonably approved by both Buyer and Seller based on prior utility bills.

(iv) Condominium Charges and Assessments. Buyer shall be required to pay all charges and assessments levied or assessed against the County Unit and due and payable as of the Closing, including, without limitation, any initial assessments levied or assessed under the Condominium Documents.

(v) Other Income and Expenses. All other income and expenses of operating the County Unit customarily prorated in connection with the sales of properties substantially similar to the County Unit in Wisconsin shall be prorated as of 11:59 P.M. on the day immediately preceding the Closing Date on the basis

¹⁷ Note to Seller: Real estate transfer tax and title insurance cost is customarily borne by Seller under WI law.

¹⁸ Note to Seller: Specify what endorsements Seller will provide. As written it is confusing what would fall under a Buyer cost v. Seller cost for certain endorsement requests.

of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year.

(vi) Other Costs. All other customary purchase and sale costs shall be paid by Buyer, including, without limitation, any Title Company escrow fees and the Wisconsin real estate transfer tax.

14. Default.

(a) Seller's Default. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Buyer's default, the acts or omissions of an unrelated third party, including the Title Company, or the permitted termination of this Agreement by Seller or Buyer as expressly provided in this Agreement, and Seller does not correct such failure within thirty (30) days of Seller's receipt of notice thereof, Buyer shall be entitled to either (i) elect to terminate this Agreement by written notice to Seller and the Earnest Money, less any Seller Expenses, shall be refunded to Buyer and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), or (ii) enforce specific performance of Seller's obligations under this Agreement, in compliance with the terms and conditions set forth in this Agreement; provided, however, if Seller has commenced the process of curing any default within such thirty (30) day cure period and continues to diligently pursue such cure, Buyer shall not have the right to terminate this Agreement while Seller diligently pursues such cure. The foregoing provisions and limitations shall not apply to Seller's representations and warranties under Section 9 of this Agreement, or with respect to the obligations of Seller which expressly survive the termination of this Agreement or the Closing.

(b) Buyer's Default. In the event that Buyer fails to perform any of its obligations under this Agreement for any reason other than Seller's default, the acts or omissions of an unrelated third party, including the Title Company, or the permitted termination of this Agreement by either Seller or Buyer as expressly provided in this Agreement, and Buyer does not correct such failure within thirty (30) days of Buyer's receipt of notice thereof, Seller shall be entitled to either (i) elect to enforce specific performance of Buyer's obligations under this Agreement, in compliance with the terms and conditions set forth in this Agreement; or (ii) terminate this Agreement, in which case Buyer shall pay Seller, as liquidated damages, an amount equal to 110% of the actual costs incurred by Seller in developing and constructing the County Unit, including, without limitation, any and all financing costs, interest, and penalties, and Seller shall convey to Buyer all of Seller's right, title and interest in the County Unit. The foregoing provisions and limitations shall not apply to Buyer's representations and warranty under Section 9 of this Agreement or with respect to the obligations of Buyer which expressly survive the termination of this Agreement or the Closing.

15. Seller's Contingencies. Seller and Buyer acknowledge and agree that Seller's obligations under this Agreement are contingent upon the satisfaction of the conditions and contingencies set forth below on or prior to [REDACTED] (the "**Contingency**

Deadline)¹⁹, which conditions or contingencies may be waived by Seller in its sole and absolute discretion. In the event Seller determines that it is unable to satisfy any of the conditions or contingencies set forth below on or before the Contingency Deadline, Seller shall have the right to terminate this Agreement by written notice to Buyer and the Earnest Money, less any Seller Expenses, shall be returned to Buyer. Seller agrees to use commercially reasonable efforts to cause the satisfaction of the conditions and contingencies set forth below:

(a) Conveyance of the land which shall be the subject of the Ground Lease (as defined above) by Children’s Hospital of Wisconsin, Inc. to MCW shall have occurred;

(b) Seller’s receipt of an agreement or other reasonably satisfactory assurances that all site and Campus infrastructure required for the Condominium shall be constructed by or on behalf of MRMC, MCW, or their respective affiliates;

(c) Seller obtaining any and all approvals or consents required of (i) the Board of MRMC under that certain Declaration of Restrictions for Milwaukee Regional Medical Center dated April 13, 2020, made by Froedtert Memorial Lutheran Hospital, Inc., Children’s Hospital of Wisconsin, Inc., Versiti Wisconsin, Inc., MCW and MRMC Land Bank, LLC, each as declarants, as recorded with the Milwaukee County Register of Deeds on April 16, 2020, as Document No. 10969709 (the “**Declaration of Restrictions**”) and (ii) MCW, as ground lessor under the Ground Lease, required for Seller to commence and complete Seller’s Work;

(d) Seller obtaining a satisfactory waiver of any right of first offer for sale or lease of any property subject to the Declaration of Restrictions with respect to this Agreement;

(e) Seller’s receipt of any and all approvals as may be required under the MRMC Rules;

(f) Seller obtaining all necessary approvals from any and all governmental and municipal entities and/or agencies relating to any land divisions required to cause the Land to be a separate legal parcel;

(g) Seller obtaining all necessary approvals from any and all governmental and municipal entities and/or agencies in connection with the Condominium Documents and the creation of the Condominium;

(h) Seller and Buyer agreeing upon the Schematic Designs in accordance with Section 3 of this Agreement;

(i) Seller obtaining any and all approvals and permits required from all governmental and municipal entities and agencies required for Seller to commence and complete Seller’s Work;

¹⁹ General Note: Current date inserted is a placeholder. Actual date for Contingency Deadline is currently being confirmed internally.

(j) Seller obtaining financing satisfactory in Seller's sole discretion to Seller to finance all construction necessary for the Condominium, including, without limitation, the Building, all of Seller's Work, and the Campus and site infrastructure necessary for the Condominium (to the extent of Seller's share of the same); and

(k) Seller's execution of a purchase and sale agreement with the State of Wisconsin for the purchase and sale of the State Unit.

Notwithstanding anything to the contrary contained in Seller's contingency described in Section 15(a) or otherwise in this Agreement, any additional costs and expenses borne by Seller to acquire the land which shall be the subject of the Ground Lease, shall in no event be passed through to Buyer.²⁰

16. AS-IS, WHERE-IS.

(a) Notwithstanding anything to the contrary in this Agreement, except for any express representations and warranties from Seller set forth in this Agreement or in any of the documents executed and delivered by Seller at the Closing, Buyer agrees and acknowledges that (i) Buyer is purchasing the Property in "**AS-IS, WHERE-IS**" condition and "**with all faults,**" and (ii) Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property or any improvements thereon. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for or on behalf of Seller. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property. In closing on the purchase of the Property, Buyer will have relied exclusively upon its own inspections and reviews.

(b) Except for claims of breach of the express representations and warranties in Section 9 (during any applicable survival period) and breach of any express representations and warranties in any documents executed and delivered by Seller at the Closing, Buyer (and any party claiming through or under Buyer) hereby agrees that following the Closing, Seller shall be fully and finally released from any and all claims or liabilities against Seller relating to or arising on account of the condition of or title to the Property, including without limitation, any matters specifically referenced in this Agreement. Notwithstanding anything to the contrary set forth in this Agreement,

²⁰ Note to Seller: Added this language back in as a placeholder as the concept is not negotiable. We can discuss further where this would be most appropriate to reference.

Sections 16 (a) and (b) shall survive the Closing of the transactions contemplated by this Agreement or the earlier termination of this Agreement.

17. Assignment. This Agreement may not be assigned by Buyer. Seller may, without the prior written consent of Buyer, but upon prior notice to Buyer, collaterally assign this Agreement to one or more lenders providing financing for the County Unit. In the event of a collateral assignment of this Agreement by Seller to one or more lenders providing financing for the County Unit (as collateral or otherwise), Buyer agrees to provide all written notices given with respect to a default or in connection with any alleged default simultaneously to Seller and such lender(s) provided that Seller identifies any such lender(s) in writing to Buyer.

18. Brokers. Each of Buyer and Seller represent and warrant that they, respectively, have not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement. Seller hereby indemnifies, defends and holds harmless Buyer from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by Seller. Buyer shall indemnify Seller against and hold Seller harmless from any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with the falsity of the foregoing representation by Buyer. The provisions of this Section 18 shall survive the Closing or any earlier termination of this Agreement.

19. Applicable Law and Dispute Resolution. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any disputes relating to this Agreement and any judicial action relating to the construction, interpretation, or enforcement of the Agreement shall be brought and venued in the Milwaukee County Circuit Court in Milwaukee, Wisconsin. The Seller hereby consents to personal jurisdiction in that venue, and waives any defenses that the Seller otherwise might have relating thereto.²¹

20. Availability of Funds. Any payments owed to Seller from Buyer under this Agreement are subject to the availability of funds that may lawfully be used for such payment.

21. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby.

22. Time of Essence. Buyer and Seller hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

23. Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

²¹ Note to Seller: Parties to discuss how to resolve disputes prior to litigation. There are various interested parties and collaboration/cooperation for this transaction to occur, it is in the best interest of all parties that minor disagreements be handled in good faith prior to litigation.

24. Notices. All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by telecopy or facsimile, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

To Seller: Forensic Science and Protective Medicine Collaboration, Inc.
c/o Medical College of Wisconsin
8701 West Watertown Plank Road
Milwaukee, WI 53226
Attn: General Counsel

With copies to: Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Kristin Langhoff, Esq.

Forensic Science and Protective Medicine Collaboration, Inc.
c/o Medical College of Wisconsin
8701 West Watertown Plank Road
Milwaukee, WI 53226
Attn: _____

C.D. Smith Construction, Inc.
125 Camelot Drive
Fond du Lac, WI 54935
Attn: Michael Krolczyk

To Buyer: Milwaukee County
Attn: Director, Economic Development
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203
Attn: Aaron Hertzberg

With a copy to: Milwaukee County
Attn: Office of Corporation Counsel
901 N. 9th Street, Suite 303
Milwaukee, WI 53233

Husch Blackwell LLP
511 N. Broadway Suite 1100
Milwaukee, WI 53202
Attn: Nida Ghaffar

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication

because of a changed address of which no notice has been given in accordance with this Section 24 shall constitute delivery.

25. Waiver. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

26. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

27. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but may only be changed, amended or altered by an instrument in writing signed by both parties.

28. Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

29. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller, Buyer and/or the Title Company falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

30. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

31. Exclusivity. From and after the Effective Date, unless this Agreement is terminated, Seller shall not solicit offers, contract to sell, or otherwise offer to sell any portion of the County Unit to any third party except as required under the Declaration of Restrictions.

32. Third Party Beneficiaries. This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person other than the parties to this Agreement, and the obligations assumed herein are solely for the use and benefit of the parties.

33. Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, pandemics, global health crises, delays in Ground Lessor timely completing its obligations under the Ground Lease, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and

the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of this Section shall not apply to the payment of money.

34. Right of First Refusal.²² As a material inducement to cause Seller to enter into this Agreement, Buyer agrees to grant to Seller a right of first refusal to purchase the County Unit. In the event that Buyer receives a bona fide written offer to purchase the County Unit (an “Offer”), which is on terms acceptable to Buyer, then prior to accepting such Offer, Buyer shall notify Seller in writing, which notice shall include a true, complete and correct copy of the Offer (the “ROFR Notice”). In such event, Seller shall have the right for a period of fifteen (15) days after such notice to notify Buyer in writing that Seller desires to purchase the County Unit on the terms set forth in the ROFR Notice. If within such fifteen (15) day period, Seller does not so notify Buyer of its desire to purchase the County Unit on the terms set forth in the Purchase ROFR Notice, then Buyer shall be free to sell the County Unit in accordance with the Offer. If Seller does timely notify Buyer of Seller’s desire to purchase the County Unit on the terms set forth in the ROFR Notice, then Seller and Buyer shall promptly enter into a written agreement for the purchase and sale the Property containing the terms and conditions set forth in the ROFR Notice and other terms and provisions reasonably acceptable to Buyer and Seller. At Closing, Buyer and Seller shall enter into an agreement (the “ROFR Agreement”) which contains the provisions of this Section 34 and, except for the foregoing provisions, is otherwise in form and substance mutually acceptable to Buyer and Seller, as determined in their reasonable discretion.

35. Attorneys Fees. Seller and Buyer shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings

36. Community Benefits Programs and Provisions. Buyer and Seller agree and acknowledge that the provisions of this Section 36 apply only to the completion of the Finishes.²³

(a) TBE Participation Goals. Seller shall use commercially reasonable efforts to ensuring that Targeted Business Enterprises (each, a “TBE” and, collectively, the “TBES”) have an equal opportunity to receive and participate in the construction of the Finishes and shall use commercially reasonable efforts to cause its contractors and subcontractors do the same, as required by Chapter 42 of the Milwaukee County Code of General Ordinances. Seller shall utilize good faith efforts to achieve its goal of a minimum of seventeen percent (17%) TBE participation for Finishes costs relating to the hard construction costs and a minimum of twenty-five percent (25%) TBE participation for Finishes costs relating to professional services, if any, in the event traditional construction methods are used (the “Minimum TBE Goal”). To satisfy this requirement,

²² Note to Seller: County will agree to give State a first ROFR and MCW a second ROFR in the event the State does not exercise its right. If acceptable, Section 34 should be modified to reflect the same.

²³ General Note: To be updated/revised upon State’s review.

Seller must meet or exceed the Minimum TBE Goal, or demonstrate that it has made a “good faith effort” to reach the goal (“**Minimum Good Faith Efforts**”). Prior to commencement of construction, Buyer will assist Seller in developing a detailed compliance plan (“**Community Benefits Compliance Plan**”) which will outline the Minimum TBE Goal, what constitutes Minimum Good Faith Efforts and what reporting requirements Seller must undertake. The Community Benefits Compliance Plan, an example of which is attached hereto as **Exhibit D**, is subject to the approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer shall use the standards, policies and procedures of the CBDP Section of Milwaukee County to determine acceptability of the TBE provisions. Failure to abide by the TBE portion of its Community Benefits Compliance Plan could result in Seller being disqualified from obtaining future contracts with Buyer for a period up to three (3) years. Seller shall contractually obligate its contractors and subcontractors and any assignee to comply with the reporting requirements relating to this section with respect to construction of the Project. Any change to the TBE Minimum Goals shall require recertification pursuant to Wis. Stats. § 59.17(2)(b)3. Participation will be monitored through B2GNow, an online reporting system.

(b) Workforce Goals – Residential Hiring. Seller shall commit to utilizing good faith efforts to achieve its goal of twenty-five percent (25%) of total construction labor hours for the Finishes being allocated to Milwaukee County residents. The Community Benefits Compliance Plan will restate this goal, outline the minimum good faith efforts necessary to achieve the goal and specify the reporting requirements of Seller. Any change to the residential hiring goal shall require recertification pursuant to Wis. Stats. § 59.17(2)(b)3. Participation will be monitored through certified monthly payroll reports from all contractors and subcontractors, submitted by Seller through LCPTracker, an online reporting system. Achievement of this goal is consistent with the terms of the Local Employment and Coordination section of the Compliance Plan. Failure to use good faith efforts to reach this goal could result in Seller being disqualified from participating in future Buyer projects for a period up to three (3) years.

(c) Workforce Goals – Apprenticeship and Training Opportunities. Seller shall commit to utilizing good faith efforts to achieve its goal of having at least ten (10) apprentices participate on construction and completion of the Finishes. The Community Benefits Compliance Plan will restate this goal, outline the minimum good faith efforts necessary to achieve the goal and specify the reporting requirements of Seller. Any change to the Workforce Training/Apprenticeship goal shall require recertification pursuant to Wis. Stats. § 59.17(2)(b)3. Participation will be monitored through certified monthly payroll reports from all contractors and subcontractors, submitted by Seller through LCPTracker, an online reporting system. Achievement of this goal is consistent with the terms of the Enhanced Apprenticeship and Training section of the Compliance Plan. Failure to use good faith efforts to reach this goal could result in Seller being disqualified from participating in future Buyer projects for a period up to three (3) years.

(d) County Rights of Access and Audit. Seller shall (and shall cause Developer to) allow the County Audit Services Division and department contract administrators (collectively referred to as “**Designated Personnel**”) and any other party

the Designated Personnel may name (“Other Named”), with at least three (3) business days’ prior written notice to Seller and Developer, as applicable, to audit, examine and make copies of any and all records of the Seller and Developer, except when Designated Personnel and Other Named are acting in response to reported or suspected fraud, in which case no notice is required, related to the terms and performance of the Agreement for the period up to three (3) years following the Closing Date²⁴; provided, however, the rights conferred pursuant to this Section 36(d) shall not in any way be interpreted as providing any additional approval rights with respect to any records of Seller or Developer. Any subcontractors or other parties performing work contemplated under this Agreement will be bound by the same terms and responsibilities as Seller and Developer. All subcontracts or other agreements for work performed under this Agreement will include provisions requiring that the subcontractors comply with the terms and responsibilities of this Section 36(d). Seller shall (and shall cause Developer and its subcontractors to) understand and abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste and abuse) of the Milwaukee County Code of General Ordinances.

[Signature page follows]

²⁴ Note to Seller: 3 years is standard across the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“SELLER”

**FORENSIC SCIENCE AND PROTECTIVE
MEDICINE COLLABORATION, INC.**

By: _____

Printed: _____

Title: _____

“BUYER”

MILWAUKEE COUNTY

By: _____

Printed: _____

Title: _____

By: _____

Printed: _____

Title: _____

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 Sec. 59.255(2)(e):

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

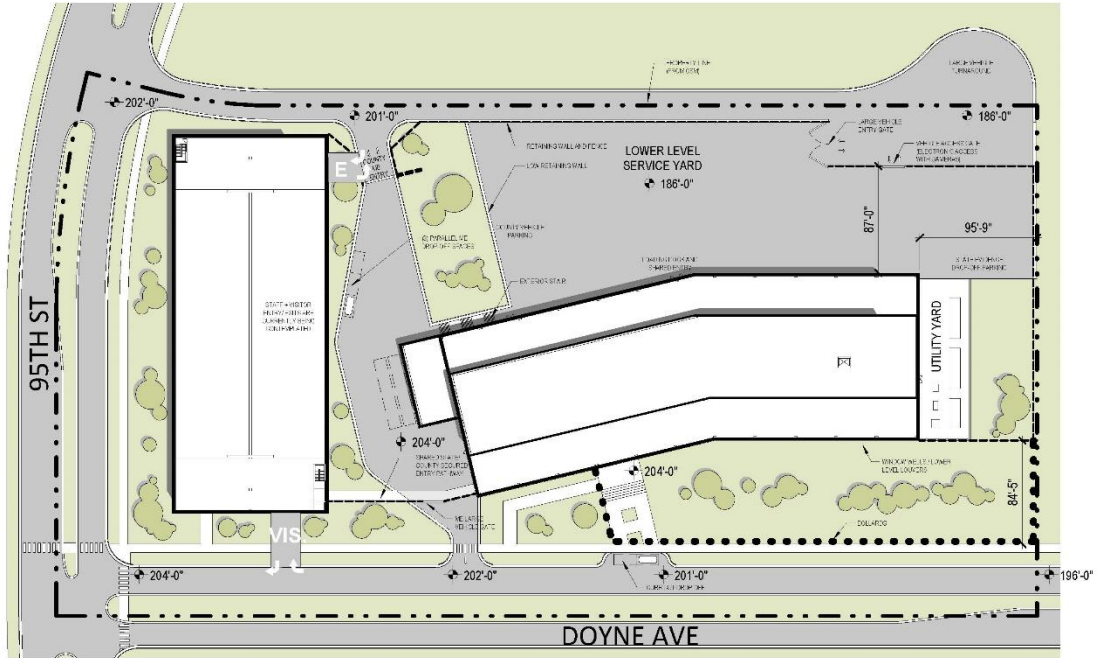
Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

Exhibit A

Site Plan

MILWAUKEE CFSPM
3031-007-00



HGA

SCHEMATIC SITE PLAN

NOV 02 2022

1" = 60'-0"

Exhibit B

Preliminary Scope of Seller's Work

[To be finalized and attached.]

Exhibit C

Permitted Encumbrances

1. Ground Lease.
2. Condominium Documents.
3. Declaration of Restrictions.
4. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
5. Easements, if any, of the public or any school district, utility, municipality or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or service in that portion of the subject premises which were formerly a part of Potter Road now vacated.
6. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on May 2, 1957, as Document No. 3575475. Partial Release of Easement recorded October 12, 1978 as Document No. 5259465. Conveyance of Rights in Land recorded September 10, 2013 as Document No. 10291953. Notice of Assignment of County Rights recorded April 15, 2020 as Document No. 10969343. Affects Parcel A
7. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on July 29, 1971, as Document No. 4610350. Affects Parcel A
8. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on June 22, 1977, as Document No. 5113331. Quit Claim Deed by Utility recorded August 29, 2013 as Document No. 10288585. Affects Parcel A
9. Covenants, conditions, restrictions and easements set forth in Easement Agreement recorded December 3, 1996 as Document No. 7298264, amended by Partial Release of Easement recorded November 7, 2006 as Document No. 9335428, Conveyance of Rights in Land recorded August 29, 2013 as Document No. 10288581 and Quit Claim Deed by Utility recorded August 29, 2013 as Document No. 10288584, and Partial Release of Easement recorded September 18, 2019 as Document No. 1090810.; as modified and assigned by Notice of Assignment of County Rights recorded April 15, 2020 as Document Number 10969341; and as modified by Release of portion of Steam and Chilled Water Easements recorded April 15, 2020 as Document Number 10969338. Affects Parcel A
10. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on November 29, 2002, as Document No. 8398048. Conveyance of Rights in Land recorded August 29, 2013 as Document No. 10288581. Quit Claim Deed by Utility recorded August 29, 2013 as Document No. 10288585. Affects Parcel A
11. Tunnel Easement Agreement recorded July 14, 2004 as Document No. 8821827.

12. Tunnel Easement Agreement recorded July 14, 2004 as Document No. 8821828. Affects
13. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on April 6, 2005, as Document No. 8987389. Affidavit of Correction recorded August 2, 2005 as Document No. 9061102. Affidavit of Correction recorded August 1, 2012 as Document No. 10144525.
14. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on October 14, 2014, as Document No. 10403420.
15. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on June 1, 2016, as Document No. 10569294.
16. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on November 29, 2016, as Document No. 10627248.
17. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on February 12, 2013, as Document No. 10214960.
18. Declaration of Access Easements recorded January 29, 2020 as Document No. 10948008;
Amended and Restated Declaration of Access Easements recorded April 16, 2020 as Document No. 10969592. First Amendment to Amended and Restated Declaration of Access Easements recorded February 10, 2021 as Document No. 11077620. Second Amendment to Amended and Restated Declaration of Access Easements dated _____ and recorded on _____ as Document No. _____.
19. Declaration of Utility Easements recorded January 29, 2020 as Document No. 10948009;
Amendment to Declaration of Utility Easements recorded April 14, 2020 as Document No. 10968709.
20. Amended and Restated Utility Easement Agreement recorded February 24, 2020 as Document No. 10954313.
21. Recitals as shown on that certain map/plat recorded on March 19, 2020, as Document No. 10961735.
22. Easement Agreement recorded April 14, 2020 as Document No. 10968710.
23. Affidavit Regarding Conditional Variance April 14, 2020 as Document No. 10968711.
24. Declaration of Restrictions for Milwaukee Regional Medical Center recorded April 16, 2020 as Document No. 10969709. First Amendment to Declaration of Restrictions for Milwaukee Regional Medical Center recorded April 12, 2022 as Document No. 11236279. _____ Amendment to Declaration of Restriction dated _____ and recorded on _____ as Document No. _____.
25. Easement for the purposes shown below and rights incidental thereto, as granted in a document to Wisconsin Telephone Company for utility purposes, recorded on May 2, 1957, as Document No. 3575475.
26. Restrictions contained in Finding, Determination, and Order recorded on October 7, 2008 as Document No. 9657328.

27. Recitals as shown on that certain map/plat recorded on March 12, 2021, as Document No. 11089798, which among other things recites: Watermain and Utility Easements and Access Restriction Reference is hereby made to said document for full particulars.
28. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on July 26, 1999, as Document No. 7778903.

Exhibit D

Community Benefits Plan Sample

[To be inserted by County.]

Exhibit E

Development Budget for County Unit

[To be inserted by CDS.]

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