OFFICE SPACE LEASE VARIABLE TERMS

Section 0.01	Date of Lease: SEPTEMBER 15, 2014		
Section 0.02	Landlord: CLARK BUILDING JOINT VENTURE,		
-	TOWNE REALTY, INC. as Agent		
Section 0.03	Tenant: MILWAUKEE COUNTY		
Section 0.04	Tenant's Address: 633 West Wisconsin Ave, Suite 900		
	Milwaukee, W1 53203		
	Address for Notices: Milwaukee County Courthouse, Room 303		
	901 N 9 th Street, Milwaukee, WI 53233		
	Phone Number:		
Section 0.05	Leased Premises:		
	Building: 633 Building		
	Address: 633 West Wisconsin Avenue Suite: 900, 1000 & 1100		
	Approximate usable square feet of leased area: 31,800 square feet		
	Tenant's Pro Rata Share: N/A % of Building		
	Lease Term: Five (5) Years and Three (3) Months		
Section 0.07			
	Termination Date: March 31, 2020		
Section 0.08	Rent:		
	Initial Base Annual Rent: <u>See Exhibit B-1</u> Initial Base Monthly Rent: <u>See</u>		
Exhibit B-1			
	Adjustments to Base Rent (applicable if checked):		
	N/A CPI Increase		
	N/A Prorata Share of Operating Expenses		
	N/A Prorata Share of Taxes		
Continu 0 00	X Annual Increase		
	Use of Premises: General Office		
· · · · · · · · · · · · · · · · · · ·	Security Deposit: N/A Exhibite to Legge (Applicable if Checked):		
Section 0.11	Exhibits to Lease (Applicable if Checked): X A: Plan of Premises		
	X B: Rent Adjustment X C: Improvements to Premises		
	X D: Building Rules and Regulations		
	X E: Option to Renew		
	N/A F: Substitution of Premises		
	X G: Right of First Offer		
	X H: Flat Rate Electrical Service		
	X I: Storage Space Option		
Section 0.12			
2000011 0.12	Address: N/A		
	. 144.10001		

OFFICE SPACE LEASE

This Office Space Lease ("Lease") is made and executed as of the date set forth in Section 0.01 by and between the party set forth in Section 0.02 whose address is 710 N. Plankinton Avenue, Milwaukee, Wisconsin 53203 ("Landlord") and the party set forth in Section 0.03 whose address is set forth in Section 0.04 ("Tenant").

ARTICLE I Premises

Section 1.01 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and subject to the terms and conditions hereinafter set forth, the space shown as indicated on the floor plan attached hereto as Exhibit A (the "Premises") and situated in the building indicated in Section 0.05 (the "Building"), together with the non-exclusive right of use of the common areas of the Building. As used in this Lease, the Building shall include all the land thereunder and all appurtenances thereto.

<u>Section 1.02</u> The approximate square footage of the Premises, and the percentage of leased area that the Premises represent of the rentable or usable area of the Building ("Pro Rata Share") are set forth in Section 0.05.

ARTICLE II

<u>Section 2.01</u> The term of this Lease shall commence on the Commencement Date, and, unless sooner terminated as hereinafter provided, shall end on the Termination Date, both dates being those indicated in Section 0.07.

Section 2.02 If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, but in that event, the Commencement Date shall be the first day of the calendar month following the delivery of the Premises to Tenant, and the Termination Date shall be extended for an equal period so the term of this Lease shall be that indicated in the Basic Lease Provisions. If the Premises are delivered and Tenant accepts possession on any day earlier than the first day of the calendar month, Rent (as defined herein) for the interim period shall be paid by Tenant on a pro rata basis beginning on the date of occupancy.

Section 2.03 If and to the extent that Landlord is unable to deliver timely possession of the Premises to Tenant due to delays by Tenant or failure by Tenant to timely provide Landlord with plans, specifications, information, approvals, consents, or the like, to the extent required hereunder, then Rent (as defined herein) shall commence to accrue on the date possession of the Premises would have been delivered to Tenant but for the delays and/or failures of Tenant.

ARTICLE III Use

Section 3.01 Tenant shall use the Premises solely for the purpose listed in Section 0.09 and for no other purpose without the prior written consent of the Landlord. Tenant agrees that it will use the Premises in such manner as to not interfere with or infringe on the rights of other tenants in the Building.

ARTICLE IV Security Deposit

Section 4.01 Tenant has paid Landlord at the execution of this Lease the amount indicated in Section 0.10 as security for the performance of Tenant's covenants and obligations under this Lease. Such security deposit shall be returned to Tenant at the termination of this Lease if Tenant has discharged its obligations under the Lease to Landlord in full. Landlord may, without prejudice to any other remedy provided herein or by law, use such security deposit to the extent necessary to make good any default by Tenant in any payments due under the terms of this Lease, or in any other obligations owed by Tenant under this Lease. In such

event, Tenant shall immediately upon receipt of written notice from Landlord repay to Landlord such security deposit or any portion thereof used by Landlord as provided for in this Article.

ARTICLE V Rent

Section 5.01 Tenant shall pay to Landlord for the entire term of this Lease the sum set forth in Exhibit B-1 per year, in equal monthly installments of the amount set forth in Section Exhibit B-1 ("Base Rent").

<u>Section 5.02</u> Landlord and Tenant agree that the Base Rent as provided for in this Lease shall be adjusted according to the schedule(s) set forth on <u>Exhibit B-1</u> attached hereto and incorporated herein.. Hereinafter the Base Rent and all adjustments thereto, along with all other sums required to be paid by Tenant pursuant to the terms of this Lease, shall be collectively referred to as "Rent".

Section 5.03 All Rent shall be paid by Tenant to Landlord, in advance, on or before the first day of each and every calendar month during the term of this Lease. If the term of this Lease commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then the Rent for the fractional month shall be appropriately prorated. All Rent shall be paid by Tenant to Landlord without notice, demand, deduction or offset, in lawful money of the United States of America, at the address indicated for Landlord at Article 22, or to such other person or at such other place as Landlord may from time to time designate in writing.

ARTICLE VI Taxes Paid by Tenant

Section 6.01 In addition to all Rent and other charges to be paid by Tenant under this Lease, Tenant shall be liable for and shall pay, at least ten (10) days before delinquency, all taxes assessed or as may be imposed against any personal property or trade fixtures placed by Tenant in or about the Premises.

<u>Section 6.02</u> Tenant shall be responsible for any and all additional taxes that may be imposed by any governmental authority in connection with or in any way relating to this Lease, other than taxes assessed against the Real Property in which the Building is situated.

ARTICLE VII Electricity and Lighting

Section 7.01 Tenant agrees to pay for electric usage supplied to and established by the utility company providing electricity to the Building pursuant to Exhibit H. In the event Landlord shall offer to supply such electrical service, Tenant covenants and agrees to purchase the same from Landlord. Electrical usage shall be measured, at Landlord's option, either by meter or by survey of Tenant's capacity assuming such capacity would be fully utilized during normal business hours (Flat Rate Electrical Service). Tenant shall be billed and shall pay for such electrical usage on a monthly basis.

Section 7.02 Tenant shall pay for the cost of replacement of all bulbs

ARTICLE VIII Alterations and Additions

<u>Section 8.01</u> Landlord shall, at its expense, construct the Premises in accordance with Exhibit C attached hereto.

Section 8.02 All work not provided herein to be done by Landlord shall be performed by Tenant and be Tenant's work and Tenant shall construct and pay for improvements (if any) beyond the scope of Exhibit C. Tenant shall make or cause to be made all such alterations to the Premises (including, without limiting the generality of the requirement of this sentence, removing such barriers and providing such alternative services) as shall be required by the ADA and the rules and regulations from time to time promulgated thereunder. Landlord shall have the right to approve the contractor selected by Tenant to perform such work, which the Landlord may not unreasonably withhold the approval. Tenant shall promptly pay all contractors and materialmen for Tenant's work and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within ten (10) days and hold Landlord harmless against the lien. Tenant's work shall not be started without prior written approval of Landlord to all plans and specifications.

Section 8.03 Upon Landlord's consent, Tenant may install interior fixtures and decorations as its business requires, but Tenant shall make no further structural change or permanent or substantial alterations or fixtures or changes to the heating, ventilating, and air conditioning systems without prior written consent of Landlord. Any such work shall be in accordance with all governmental regulations and shall be done in a good and workmanlike manner. All permanent alterations and fixtures made or installed by Tenant shall, upon termination of this Lease, become the property of Landlord. Tenant shall hold Landlord harmless from any and all costs, charges, and liabilities which may arise in the event that any such fixtures are subject to security interests. Any readily removable fixtures installed by Tenant shall be removed upon termination of this Lease, and Tenant shall restore the Premises to the condition they were in prior to installation of the fixtures.

<u>Section 8.04</u> No alteration of or improvement to the Building, the common areas, or the surrounding areas (including sidewalks, streets, and highways) by Landlord or others which may inconvenience Tenant's employees, agents, or patrons shall subject Landlord to any liability to Tenant, nor shall Tenant be entitled to any diminution of rent, nor shall such alteration or improvements be deemed construction or actual eviction.

ARTICLE IX Repairs and Maintenance

Section 9.01 Subject to Section 9.02 below, Tenant shall, at its own expense, maintain and keep all parts of the interior of the Premises and fixtures and equipment therein, including but not limited to any plumbing, electrical equipment or fixtures, or HVAC equipment, in good order, condition and repair; and Tenant shall promptly and adequately repair all damages to the Premises. All repairs are to be made under the supervision and with prior written approval of the Landlord using contractors or persons acceptable to Landlord and within any reasonable period of time specified by Landlord.

Tenant will be allowed to install, at its option, supplemental air conditioning units for data operations, which shall be allowed to operate 24 hours per day, 7 days per week. Landlord will not charge Tenant hookup, installation or similar fees.

Section 9.02 Landlord shall make all repairs to structural portions of the Premises, the exterior of the Building, any and all Common Areas within the Building, electrical, plumbing, HVAC and/or other miscellaneous mechanical equipment servicing the Building, except repairs necessitated by negligent acts or omissions of Tenant, its agents, or employees. If Tenant (a) refuses or neglects to make repairs or replacements as required by Section 9.01; or (b) if Landlord is required to make exterior or structural repairs by reason of negligent acts or omissions of Tenant, its agents, or employees, Landlord shall have the right but shall not be obligated, to make such repairs or replacements on behalf of and for the account of Tenant. In such event, such work shall be paid for in full by Tenant as additional Rent promptly upon receipt of a bill therefor.

ARTICLE X Landlord's Services

Section 10.01 Landlord shall provide the following services, with the exception of any janitorial services, during the hours of 6:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 1:00 p.m. on Saturdays during the term of this Lease (except holidays), unless otherwise stated:

(a) Heating, ventilating and air conditioning sufficient to provide, in Landlord's judgment, reasonable comfort for normal business operations in the Premises.

Wherever machines and equipment are used on the Premises which, because of heat generation, affect the temperature otherwise maintained by an air-conditioning system, Landlord reserves the right, at its option, either to require Tenant to discontinue use of such machines or equipment or to install supplementary air conditioning equipment on the Premises. The cost of such installation shall be paid by the Tenant to the Landlord immediately upon being billed by the Landlord. The cost of operating the equipment shall be paid by the Tenant to the Landlord on the monthly Rent payment dates.

- (b) Elevator service in common with others.
- (c) Standard building janitorial services and refuse removal Monday through Friday from 5:00 p.m. to 10:00 p.m. (exclusive of holidays) in and about the Premises. Tenant shall pay for any additional or unusual janitorial services required by reason of any nonstandard improvements in the Premises, including, without limitation, wall coverings and floor coverings installed by or for Tenant.
 - (d) City water from regular building outlets for drinking and lavatory purposes.
 - (e) Maintenance of all public or common areas located in the Building.

<u>Section 10.02</u> Landlord shall not be liable for damages for failure to furnish or for the delay in furnishing any of the foregoing services or utilities when such failure is occasioned by repairs, improvements, strikes, lock-outs, other labor troubles, any default by Tenant, governmental actions, or act of God.

ARTICLE XI Rights Reserved to Landlord

<u>Section 11.01</u> Landlord, its agents or employees shall have the right to retain keys to the Premises to enter the Premises at reasonable hours to make such inspections, alterations, or repairs to the Building or the Premises. In event of emergency, Landlord, its agents or employees shall have the right of entry at any time and may perform any acts related to safety, protection, preservation or improvement of the Building or the Premises.

<u>Section 11.02</u> Landlord may make any repairs, alterations or improvements which Landlord deems necessary or advisable for the preservation, safety or improvement of the Building or the Premises.

<u>Section 11.03</u> Landlord may change the name or street address of the Building or the suite number or numbers of the Premises.

<u>Section 11.04</u> Landlord shall have the right to install, affix and maintain any and all signs on the exterior and/or interior of the Building.

<u>Section 11.05</u> Landlord's rights hereunder shall be exercisable without notice and without liability to Tenant for damage or injury to property, person or business, and, without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or without giving rise to any claim for set off or abatement of Rent.

ARTICLE XII Compliance with Laws and Building Regulations

Section 12.01 Tenant shall strictly comply with all legal, health, police and Board of the Underwriters regulations, laws, ordinances and statutes, whether federal, state or local, respecting the Premises, or in any manner relating to the business of Tenant conducted in the Premises. Tenant shall procure, at its sole cost and expense, any permits and/or licenses required for the transaction of business in the Premises.

<u>Section 12.02</u> Tenant shall also observe, perform and abide by the Building rules and regulations in effect at the date hereof, a copy of which is attached as <u>Exhibit D</u> hereto, and such reasonable rules and regulations as may hereafter be adopted.

ARTICLE XIII Assignment and Subletting

Section 13.01 Tenant may not voluntarily or by operation of law assign or in any way transfer, mortgage or hypothecate this Lease, nor sublet the Premises, without the prior written consent of Landlord. The financial capacity of the assignee shall be a reasonable basis to withhold Landlord's consent. Notwithstanding the foregoing, any approved sublease or assignment of this Lease shall not relieve the primary Tenant and any guarantor of this Lease from any or all of their obligations and liabilities to perform under the terms hereof.

ARTICLE XIV Subordination; Quiet Enjoyment

Section 14.01 The rights of the Tenant shall be subject and subordinate to the lien of any mortgage or mortgages, now or hereafter in force, against the Building and to all advances made upon the security thereof, and the Tenant agrees to execute and deliver immediately upon demand such other and further instruments subordinating this Lease to the lien of such mortgage or mortgages as may be requested from time to time by the Landlord.

<u>Section 14.02</u> In the event of the sale of the Building upon foreclosure or upon the exercise of a power of sale, or by transfer in lieu of foreclosure or such exercise, Tenant will upon written request attorn to the purchaser and recognize the Purchaser, or transferee, as the Landlord under this Lease.

Section 14.03 Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease to be observed and performed by Tenant unless this Lease is terminated pursuant to specific provisions relating thereto contained herein.

ARTICLE XV Estoppel Certificates

Section 15.01 Tenant agrees to furnish from time to time, upon not less than ten (10) days prior written notice, when requested by Landlord or its designee, a certificate signed by Tenant confirming and containing such factual certifications and representations as deemed appropriate by Landlord or its designee regarding this Lease. In the event Tenant shall fail to return a fully executed copy of such certificate to Landlord within the foregoing ten-day period, then Tenant shall be deemed to have approved and confirmed all of the terms, certifications and representations contained in such certificate.

ARTICLE XVI Damage or Destruction

Section 16.01 If the Premises or the Building, of which they are a part, are damaged by fire or any other casualty, the damage (exclusive of any property of Tenant or improvements installed by Tenant and located therein) shall be repaired by and at the expense of Landlord, provided such repairs can, in Landlord's opinion, be made within one hundred twenty (120) days. Until such repairs are completed, the Base Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business; provided, however that no Base Rent shall be abated by reason of any portion of the Premises being unusable for a period of five (5) consecutive week days or less.

Section 16.02 If such repairs cannot, in Landlord's opinion, be made within such one hundred twenty (120) day period, Landlord may, at its option elect either (a) to make such repairs, in which case this Lease shall continue in full force and effect and the Base Rent shall be abated as provided above or (b) to terminate this Lease by written notice to Tenant, which termination shall be effective as of the date specified in the notice. Landlord's election to make repairs or terminate this Lease must be evidenced by written notice to Tenant within sixty (60) days after the damage occurs.

Section 16.03 Landlord shall not be obligated to repair any damage to or make any replacement of any equipment, fixtures or improvements installed in the Premises by or for Tenant, and Tenant shall, at its sole cost and expense, repair and replace any such equipment, fixtures or improvements. Further, Landlord shall not be required to carry insurance of any kind on Tenant's property.

<u>Section 16.04</u> No damage, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or other portion of the Building. To the extent that the provisions of this Article XVI are in conflict with the provisions of Section 704.07 of the Wisconsin Statutes, Tenant irrevocably waives and releases its rights under said statute.

<u>Section 16.05</u> A total destruction of the Building shall automatically terminate this Lease.

ARTICLE XVII Condemnation

Section 17.01 If the Premises are acquired or condemned by any governmental authority, in whole or in part, such that the Premises are rendered unusable by Tenant, then the term of this Lease shall automatically terminate as of the date of title vesting, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease, and Rent shall not abate until the date of termination. Tenant shall have the right, to the extent that the same shall not reduce or prejudice Landlord's award, to claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, leasehold fixtures and personal property.

Section 17.02 In the event of a partial taking which does not result in a termination of this Lease, Base Rent shall be abated in proportion to that part of the Premises which is unusable by Tenant. No temporary taking of the Premises and/or of Tenant's rights therein or under this Lease shall terminate this Lease or give Tenant any right to any abatement of rent hereunder.

ARTICLE XVIII Indemnification and Insurance

Section 18.01 Tenant and Landlord agree to indemnify, defend, and hold harmless the other party and their elected officials, officers, employees, and agents, against any and all liability, losses, charges, fines, costs, or expenses including attorneys' fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional, or negligent acts or omissions of the indemnifying party or any officers, employees, agents, or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employments practices, civil rights or environmental liability and impairments arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statute 345.03(3) for automobile and 893.80 (3) for general liability.

Section 18.02 [INTENTIONALLY DELETED].

Section 18.03 Tenant is a municipal body corporate that self-funds for general liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. Milwaukee County is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including our contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations. Nothing in this Lease shall be construed as a waiver by Tenant of any rights to immunity, limitation of liability or any other protection that the Tenant may have by law.

Landlord agrees to carry, at Landlord's sole expense, a policy of Commercial General or Building Owner Liability Coverage, in which the limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence. Landlord shall furnish evidence of insurance coverage via a certificate of insurance to Tenant prior to the commencement date of this lease and include a 30 day written notice of cancellation or non-renewal. Landlord also agrees to carry, at Landlord's sole expense, a Commercial Property Insurance on the Building and associated physical structures for full replacement value. Landlord shall furnish evidence of insurance coverage via a certificate of insurance to Tenant prior to the commencement date of this lease and include a 30 day written notice of cancellation or non-renewal.

<u>Section 18.04</u> Upon Landlord's request, Tenant shall provide to Landlord a letter evidencing proof of Milwaukee County's financial responsibility.

Section 18.05 [INTENTIONALLY DELETED]

Section 18.06 [INTENTIONALLY DELETED].

ARTICLE XIX Liens

Section 19.01 Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant, and Tenant shall indemnify and hold Landlord harmless as provided in Section 18.02 in the event any such liens arise.

<u>Section 19.02</u> Notwithstanding Section 704.11 of the Wisconsin Statutes, Landlord shall have, at all times, and Tenant hereby grants to Landlord, a valid lien upon all property of Tenant now or hereafter placed in the Premises to secure payment of all Rent and other sums due hereunder from Tenant.

ARTICLE XX Defaults and Remedies

<u>Section 20.01</u> The occurrence of any one of the following shall constitute a default under this Lease by Tenant:

- (a) The failure by Tenant to make any payment of Rent or other required payment when due and such failure continues for five (5) days after written notice thereof by Landlord to Tenant.
 - (b) Abandonment or vacation of the Premises by Tenant.
- (c) The failure by Tenant to comply with any provision of this Lease, other than payment of Rent, and such failure continues for ten (10) days after written notice thereof by Landlord to Tenant.
- (d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant or its Guarantor of any bankruptcy petition (unless, in the case of a petition filed against Tenant, or its Guarantor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or its Guarantor, and such receivership shall not have been stayed or terminated within the time permitted by law; or the attachment, execution, or other judicial or governmental seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Section 20.02 Upon the occurrence of any event of default as set forth in Section 20.01 above, Landlord shall have the option to do any one or more of the following without notice or demand, in addition to and not in limitation of any other remedy permitted by law or this Lease: (1) lock the doors to the Premises and exclude Tenant therefrom, (2) declare this Lease at an end and terminated, (3) sue for the Rent due, (4) sue for any and all damages sustained by Landlord and/or (5) continue the Lease in effect and relet the Premises on such terms and conditions as Landlord may deem advisable with Tenant remaining liable for all Rent and other payments due plus the reasonable cost of obtaining possession of the Premises and of any repair and alterations necessary to prepare the Premises for reletting, less the rentals received from such reletting, if any. No action of Landlord shall be construed as an election to terminate this Lease unless written notice of such intention be given to Tenant.

Section 20.03 Any amount due from Tenant to Landlord under this Lease, which is not paid when due, is subject to a late charge payable by Tenant in the amount of one and one half percent (1½%) per month or the maximum rate allowed by law, whichever is less, per annum from the due date until paid, unless otherwise specifically provided herein. The payment of such late fee shall not excuse or otherwise cure any default by Tenant under this Lease.

Section 20.04 In the event of any default by Landlord in the performance or observance of any of the provisions under this Lease and such default continues for ten (10) days after written notice thereof by Tenant to Landlord, Tenant shall have the right at its option (1) to immediately terminate this Lease, (2) to cure any default by Landlord and deduct the costs and expenses incurred by Tenant in curing such default from the Rent and any other amounts thereafter accruing to Landlord, or (3) offset the amount of damages incurred as a consequence or any default from the Rent and any other amount thereafter accruing to Landlord. The ten (10) day cure period for Landlord indicated above shall be reasonably extended if the nature of the cure necessitates a longer cure period.

ARTICLE XXI Surrender of Premises; Holding Over

Section 21.01 Upon termination of this Lease, Tenant shall immediately surrender possession of the Premises and the keys thereto to the Landlord in as good repair and condition as at the commencement of Tenant's occupancy, reasonable wear and tear and damage by fire or casualty excepted. All property remaining in the Premises following surrender shall be considered to have been abandoned by Tenant, and Landlord may dispose of it as Landlord wishes. Tenant shall reimburse Landlord for all costs incurred in connection with such disposal.

Section 21.02 If Tenant continues to occupy the Premises after expiration or sooner termination of this Lease without Landlord's consent, such tenancy shall be from month to month only, and not a renewal of this Lease or an extension for any further term; and in such case, Base Rent shall be payable at the current rate for the first thirty (30) days of the hold over period and for any additional hold over time period Base Rent shall be payable at 150% the rate of the Base Rent specified herein. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained in this Lease.

Notices

Section 22.01 All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and given by: (i) established express delivery service which maintains delivery records; (ii) hand delivery; (iii) certified or registered mail, postage prepaid, return receipt requested; or (iv) facsimile with evidence of transmission; or (v) by any other electronic means, with a confirmed delivery receipt, to the Parties at the following addresses, or at such other address as the Parties may designate by Notice in the above manner:

If to Landlord: Zilber Property Group

c/o Towne Realty, Inc.

710 N. Plankinton Ave., Ste. 1100

Milwaukee, WI 53203 Attn: Thomas G. Bernacchi Fax No.: 414/274-2744

If to Tenant: ATTN: Corporation Council

Milwaukee County Courthouse, Room 303

901 N 9th Street, Milwaukee, WI 53233 Fax

No.:

If and when included within the term "Landlord," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this section to the same effect as if each had received such notice.

ARTICLE XXIII Environmental Hazards

Section 23.01 Tenant accepts the Premises as being in good and sanitary order, condition and repair and accepts all buildings and other improvements in their present condition. Tenant shall, at its sole cost and expense, keep and maintain the Premises free from any Hazardous Substances (as identified and defined by federal, state and/or local laws, rules, regulation or orders). Tenant shall not use, store, generate, treat, transport, or dispose of any Hazardous Substance on the Premises, the Building, or on the property upon which the Building is situated.

Section 23.02 Tenant hereby indemnifies, holds harmless and defends Landlord from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney's fees, incurred by, claimed or assessed against Landlord under any laws, rules, regulations or orders in any way connected with any injury to any person or damage to any property or any loss to Landlord caused by Tenant, its officers, employees, servants, contractors, guests and invitees occasioned in any way by Hazardous Substances in, on or about the Premises, the Building, or the property upon which the Building is situated, or by the negligent or intentional activities of Tenant before, during or after Tenant's occupancy of the Demised Premises.

ARTICLE XXIV Miscellaneous

<u>Section 24.01</u> This Lease, including the Variable Terms page and the Exhibits and Supplement(s), if any, referenced in Sections 0.12 and 0.11, respectively, which are attached hereto and incorporated herein, set forth all covenants, agreements and/or understandings between Landlord and Tenant concerning the Premises. There are no covenants, agreements, or understanding, either oral or written, between them other than herein set forth. No

subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 24.02 The waiver by either party of any breach of any term, covenant, or condition of this Lease shall not be deemed a waiver of the term, covenant, or condition. The acceptance of Rent by Landlord or payment of Rent by Tenant shall not be deemed a waiver of any preceding breach by the other of any covenant herein, other than a waiver by Landlord of the failure of Tenant to pay Rent so accepted. No covenant, term or condition of this Lease shall be waived by either party, unless the waiver is in writing.

<u>Section 24.03</u> If any provision of this Lease shall be deemed invalid or unenforceable by operation of law, the remainder of this Lease shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

<u>Section 24.04</u> To the extent that Landlord's consent is required under any term or condition of this Lease, such consent will not be unreasonably withheld..

Section 24.05 [INTENTIONALLY DELETED]

Section 24.06 [INTENTIONALLY DELETED].

Section 24.07 [INTENTIONALLY DELETED]

<u>Section 24.08</u> Subject to the provisions of Article XIII relating to the assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

Section 24.09 Landlord and Tenant each warrant and represent to each other that neither has had any dealings with any real estate broker, agent or finder in connection with the negotiation of this Lease, or the introduction of the parties to the transaction, except the brokers identified as CB Richard Ellis. Neither Landlord nor Tenant knows of any other real estate broker, agent or finder who is, or might be entitled to a commission or a fee in connection with this Lease. .

<u>Section 24.10</u> Time is of the essence of the provisions of this Lease with respect to Tenant's obligations to pay rent.

<u>Section 24.11</u> This lease shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

<u>Section 24.12</u> Each person executing this Lease on behalf of Landlord or Tenant does hereby covenant and warrant that the entity on whose behalf such person is signing has full right and authority to enter into this Lease, and that each person signing this Lease on behalf of Landlord or Tenant is duly authorized to do so.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date set forth is Section 0.01.

LANDLORD:		TENANT:	
CLARK BUILDING JOIN TOWNE REALTY, INC. a	•	MILWAUKEE COU	INTY
Ву:	Vice President	Ву:	
Ву:		Ву:	
Reviewed by:		Approved for exec	ution:
By:Risk Managemen	_ Date: t	By:Corporation	Date: Counsel
Approved:		Approved:	
By:Comptroller	_ Date:	By: County Exe	Date:
Approved as compliant u	under sec. 59.42(2)(l	b)5, Stats.:	
By:Corporation Cour	_ Date: nsel		

OFFICE SPACE LEASE List of Exhibits

Exhibit A - Plan of Premises

Exhibit B - Rent Adjustments

Exhibit C - Improvements to Premises

Exhibit D - Building Rules and Regulations

Exhibit E - Option to Renew

Exhibit G - Right of First Offer

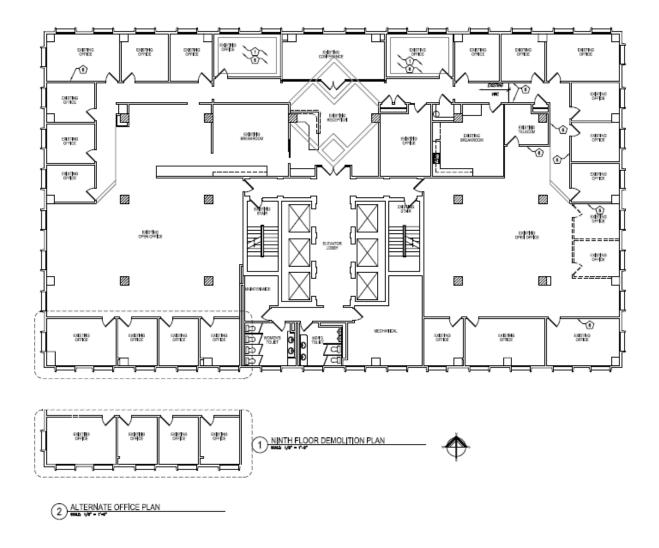
Exhibit H - Flat Rate Electrical Service

Exhibit I - Storage Space Option

EXHIBIT A

PLAN OF PREMISES

Ninth (9th) Floor – 10,400 usable square feet



Leased by & between: CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as

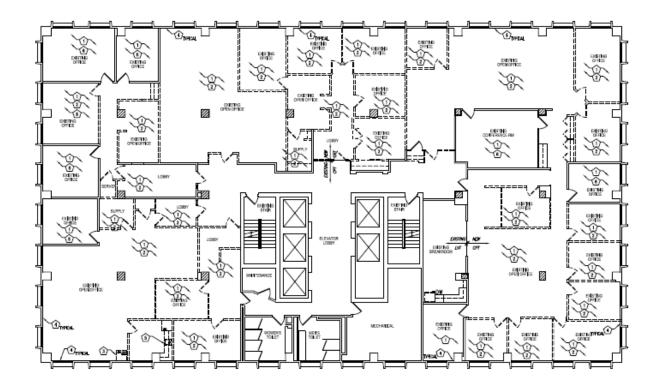
Agent ("Landlord") and MILWAUKEE COUNTY ("Tenant").

Lease Date: September 15, 2014

EXHIBIT A

PLAN OF PREMISES (con't)

Tenth (10th) Floor – 10,800 usable square feet



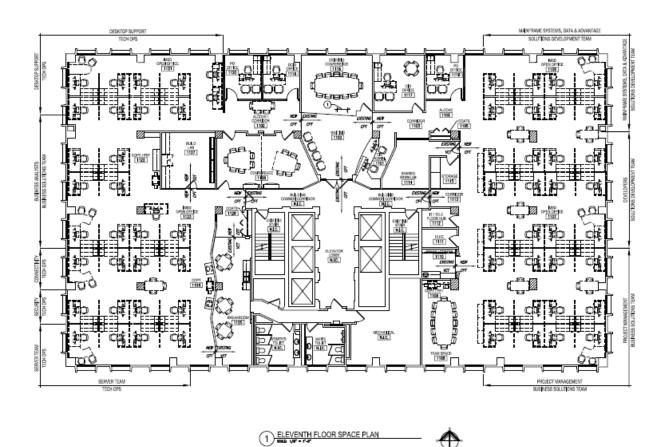
Leased by & between: CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent ("Landlord") and MILWAUKEE COUNTY ("Tenant").

Lease Date: September 15, 2014

EXHIBIT A

PLAN OF PREMISES (con't)

Eleventh (11th) Floor – 10,600 usable square feet





Leased by & between: CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent ("Landlord") and MILWAUKEE COUNTY ("Tenant").

Lease Date: **September 15, 2014**

EXHIBIT B-1

ADJUSTMENTS TO RENT

Annual Increase to Rent

01/01/15 — 03/31/15	Monthly Base Rent: Zero and 00/100 Dollars	\$0.00
04/01/15 – 12/31/15	Monthly Base Rent: Thirty Nine Thousand Four Hundred Eighty Five and 00/100 Dollars	\$39,485.00
01/01/16 – 12/31/16	Annual Base Rent: Four Hundred Eighty Eight Thousand Forty and 00/100 Dollars	\$488,040.00
	Monthly Base Rent: Forty Thousand Six Hundred Seventy and 00/100 Dollars	\$40,670.00
01/01/17 – 12/31/17	Annual Base Rent: Five Hundred Two Thousand Six Hundred Eighty and 00/100 Dollars	\$502,680.00
	Monthly Base Rent: Forty One Thousand Eight Hundred Ninety and 00/100 Dollars	\$41,890.00
01/01/18 – 12/31/18	Annual Base Rent: Five Hundred Seventeen Thousand Seven Hundred Sixty Four and 00/100 Dollars	\$517,764.00
	Monthly Base Rent: Forty Three Thousand One Hundred Forty Seven and 00/100 Dollars	\$43,147.00
01/01/19 – 03/31/20	Monthly Base Rent: Forty Four Thousand Four Hundred Forty One and 00/100 Dollars	\$44,441.00

EXHIBIT C-1

IMPROVEMENTS TO PREMISES

Landlord will provide Tenant a Tenant Improvement Allowance in the amount of $\underline{\text{Six}}$ $\underline{\text{Hundred Thirty Six Thousand and 00/100 Dollars ($636,000.00)}}$ ("Tenant Improvement Allowance") for Improvements to Premises, and complete said Improvements to Premises, in accordance with $\underline{\text{Exhibit C-2}}$.

Any additional costs exceeding said Tenant Improvement Allowance, at Tenant's option, will be amortized on a straight-line basis, without interest, on top of the Base Rent. If actual Tenant Improvement costs are less than said Tenant Improvement Allowance, any and all savings will be deducted from Base Rent on a straight-line basis, without interest.

EXHIBIT C-2

TENANT IMPROVEMENTS DRAWINGS

Prelim drawings entitled "Conceptual Space Plan / Pricing Plan" dated 9/10/14 to be attached at a later date.

EXHIBIT D

RULES AND REGULATIONS

- 1. Tenant, its customers, invitees, licensees and guests, shall not do or permit anything to be done in or about the Premises of the Building which in any way will obstruct or interfere with the rights of any other tenants or occupants of the Building, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, or injure or tend to injure the reputation of the Building. Tenant shall not cause, maintain or permit any nuisance or commit or suffer the commission of any waste in, on, or about the Premises.
- 2. The sidewalks, terraces, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant, its customers, invitees, licensees or guests, or used by them for any purpose other than for ingress to and egress from the Premises. The terraces, halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public, and the Landlord shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interest of the Building and the Building's tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. Tenant, its customers, invitees, licensees, and guests shall not go upon the roof of the Building or enter into areas reserved for the exclusive use of Landlord, its employees or invitees.
- 3. Smoking is not permitted in any of the common areas of the Building.
- 4. Tenant shall not paint, display, inscribe or affix any sign, pictures, advertisement, notice lettering or direction on any part of the inside of the Premises which can be seen from outside the Premises, except on the hallway locations designed for that purpose, and then only of color, size, style, character and material first approved by Landlord in writing. Landlord reserves the right to remove, at Tenant's expense, all matter other than the above provided for without notice to Tenant.
- 5. Tenant will not place anything or allow anything to be placed near the glass of any door, partition or window which may be unsightly from the outside of the Premises.
- 6. Tenant shall not place any radio or television antenna on the roof or in any part of the inside or outside of the Building other than the inside of the Premises; or operate or permit to be operated any musical or sound-producing instrument or device inside or outside of the premises which may be heard outside the Premises; or operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere. Tenant shall not install or operate any refrigerating, heating or air conditioning apparatus or install any machines creating any noise which can be heard outside the Premises or any vibration without the prior written consent of Landlord.
- 7. Tenant shall not advertise the business, profession or activities of Tenant conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities, and shall not use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the prior express written consent of Landlord.
- 8. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building, and shall not exhibit, sell or offer to sell, use, rent or exchange any item or service in or from the Premises unless ordinarily embraced within the purpose for which Tenant is to use the Premises, as specified herein, without the prior written consent of Landlord.
- 9. Tenant shall not waste electricity, water, air conditioning, and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall not adjust any controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed. Tenant shall not tie, wedge or otherwise fasten open any water faucet or outlet.
- 10. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured. All windows and corridor doors shall also be closed during times when the air conditioning equipment in the Building is operating so as not to dissipate the effectiveness of the system or place an overload thereon.

- 11. Unless Landlord gives prior written consent in each and every instance, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerator or heating device or air conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein, or install or permit the installation of any vending machines or use any illumination other than electric light, or use or permit to be brought into the Building any flammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosive or articles hazardous to person or property.
- 12. Tenant shall not do any painting or decorating in the Premises; or mark, paint, cut or drill into, drive nails or screws into or any way deface any part of the Premises of Building, outside or inside, without the prior written consent of Landlord.
- 13. Before any furniture, equipment or similar articles are moved into or removed from the Premises or the Building, a moving permit shall be obtained. Landlord reserves the right to exclude or reject from the Building all solicitors, canvassers and peddlers, as well as other persons who conduct themselves in such a manner as, in the opinion of Landlord, may constitute an annoyance to any of the tenants of the Buildings or may interfere with Landlord's operation of the Building.
- 14. Without the Landlord's express written permission, Tenant will not attach or permit to be attached additional locks to any door, transom, or window, or change existing locks or the mechanism thereof. Landlord will furnish Tenant with a reasonable number of keys for the doors of the Premises and, if additional keys are required, they shall be obtained only from Landlord at Tenant's expense. Upon termination of the Lease or of Tenant's possession, Tenant shall surrender all keys to the Premises and shall make known to the Landlord the explanation of all combination locks on safes, cabinets and vaults.
- 15. Tenant will not bring or permit to be brought into the Building any animal, bird or pet other than qualified service animals for the disabled
- 16. No awnings or other projections over or around the windows or entrances of the Premises shall be installed by Tenant.
- 17. The bulletin board or directory of the Building will be provided exclusively for the display of the name and location of Tenants only, and Landlord reserves the right to specify the manner in which Tenant is listed and to exclude any other names therefrom. Tenant's suite entrance door identification shall comply with the Building's standards as established by Landlord and shall be provided at Tenant's expense.
- 18. Tenant agrees that Landlord may reasonably amend, modify and delete present Rules and Regulations upon notice from Landlord to Tenant or upon the posting of same in such place within the Building as Landlord may designate.
- 19. In the event Tenant is permitted to use the Premises for restaurant or food preparation purposes, all exhaust fans, vent and hood systems on the Premises will be cleaned, on a quarterly basis, at Tenant's sole cost and expenses, by a professional cleaner. Evidence of performance of any payment for this service shall be submitted each quarter to Landlord. Tenant shall also install and pay for automatic fire protection systems, acceptable to Landlord, for all such exhaust fans, vent and hood and stove systems.

TENANT:		
LANDLORD: _		

EXHIBIT E

OPTION TO RENEW

Landlord, for valuable consideration, hereby grants Tenant _____Two_(2)___ successive option(s) to extend the term of this Lease for __Five_(5)__ years on each option. The extended term(s) shall begin respectively upon the expiration of the term of this Lease or the term as extended and, subject to the following revisions, all terms, covenants, conditions and agreements of this Lease shall apply to each extended term, with the exception that Tenant shall not have any further option to again extend the term of this Lease following the exercise, if any, of the option(s) to extend as granted above. If Tenant elects to exercise the option(s), it shall do so by giving Landlord notice in writing of its intention to do so not later than Six_(6) months prior to the expiration of the term of this Lease or the term as extended, whichever is applicable. Notice shall be effective only upon receipt by Landlord within the aforesaid time period. If any option to renew is exercised by Tenant, the Base Rent set forth in the Lease shall be adjusted to a rate that is mutually agreed upon by both parties.

Landlord and Tenant agree that this Option to Renew is granted solely to Tenant and not to Tenant's assignees or sublessees, if permitted pursuant to Article XIII of this Lease. In the event that Tenant assigns its interests in this Lease or subleases the Premises, this Option to Renew (whether or not previously exercised by Tenant) and any extended term created thereunder shall be void, inoperative, and of no effect as to Tenant's assignee or sublessee. Landlord may, in its sole discretion, waive this provision, but an acceptance and consent by Landlord to any assignment or subleasing by Tenant pursuant to Article XIII of this Lease shall not constitute a waiver hereunder unless specifically so stated in writing.

LANDLORD:	TENANT:
CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent	MILWAUKEE COUNTY
By:Vice President	Ву:
Bv [.]	Bv [.]

EXHIBIT G

RIGHT OF FIRST OFFER

Before entering into a lease with anyone else during the term hereof, for spaces within the Building listed below, Landlord shall notify Tenant of the availability of such space for leasing, or Right of First Offer ("ROFO"). Provided Tenant give written notice of its desire to lease such space within five (5) business days after receipt of said notice, Tenant shall, thereafter, for a period of thirty (60) days, have the right to negotiate with Landlord for a lease of such space for a term not extending beyond the expiration of this Lease, and Landlord and Tenant agree to negotiate for such a lease in good faith.

Landlord's notice may not be given more than six (6) months prior to the date as of which said premises will become available for leasing. If Tenant fails to respond to said notice within said five (5) business day period, or, after giving written notice of its exercise of its right to negotiate, if Landlord and Tenant do not enter into a lease within said thirty (60) day period, Tenant's rights under this paragraph shall be deemed to have been waived, and Landlord shall be free (without any further obligation to Tenant) to lease the space to anyone upon the same or any other terms and without any further obligation to Tenant, whether or not the terms of such lease are more or less favorable than those offered to Tenant.

Tenant's right to negotiate, as aforesaid, is subordinate, however, to any expansion or renewal options granted, from time to time, in leases to other tenants in the Building. This first right to negotiate for additional space shall be terminated during any period in which Tenant is in default under any provisions of the Lease until said default has been cured. Said spaces in the Building Tenant will have ROFO on are:

Suite 700 – 5,850 usable square feet

Suite 701 – 2,100 usable square feet

Suite 705 – 2,000 usable square feet

Suite 800 – 3,598 usable square feet

Suite 1200 – 3,500 usable square feet

Suite 1215 – 758 usable square feet

Base Rent for ROFO space shall be at the same as the Base Rent being paid on for the initial space, with the exception of any Tenant Improvements to said ROFO space, which will be based on the remaining term. In addition, the Lease term for any space taken under a ROFO shall be co-terminus with the original term, provided two (2) years or more remain under the then-existing term.

LANDLORD:	TENANT:
CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent	MILWAUKEE COUNTY
By:Vice President	By:
Bv∙	Bv.

EXHIBIT H

FLAT RATE ELECTRICAL SERVICE

In addition to all other amounts due hereunder and as additional rent, Tenant shall pay any and all charges and costs of service for electricity used in the Premises. Tenant shall purchase the electricity so used from Landlord. Such amount shall be set initially at <u>Four Thousand One Hundred Eighty Seven and 00/100 Dollars (\$4,187.00</u>) per month. Tenant shall pay any and all charges and costs pursuant to this <u>Exhibit H</u> upon receipt of a statement, monthly in writing, of the cost of electric current furnished to the Premises.

Standard electrical service to the Premises (hereinafter called "Electrical Service") consists of five (5) watts of electrical energy per rental square foot of floor area of the Premises, connected load at 85% demand for 190 hours per month. In the event that at any time during the term of this Lease, electricity consumption by Tenant is greater than the Electrical Service, the monthly payment for electrical service shall be adjusted as follows:

- (a) If, in Landlord's sole judgment, Tenant's electrical installations in the Premises use a higher connected load and/or a higher demand factor, and/or are used for a greater number of hours during the month than are provided for in the Electrical Service, then, in such event, Landlord shall be entitled at any time to require, in writing if necessary, a corresponding increase in the monthly payment for electrical service ("Electricity Charge").
- (b) If Tenant disagrees with respect to the proposed amount of such increase, it shall so advise Landlord in writing within ten (10) days of receipt of Landlord's notice of the increase in Electricity Charge. Thereupon, a written appraisal of the appropriateness of the increase shall be made by an independent electrical engineer mutually acceptable to Landlord and Tenant (whose fees shall be shared equally by Landlord and Tenant). Such engineer's determination as to the appropriateness of the proposed increase in Electricity Charge shall be conclusively binding upon Landlord and Tenant.
- (c) An increase in Electricity Charge arising from an increase in electrical consumption by Tenant shall become effective on the first day of the month following the month in which Landlord's notice of such an increase is given to Tenant; provided, however, that should Tenant dispute such proposed increase in the manner provided in (b) hereof, the increase, if deed appropriate, shall become effective retroactive to the original date of increase proposed by the Landlord upon delivery by Landlord to Tenant of the written conclusion of the electrical engineer, and Tenant shall immediately pay to Landlord any sums then due and payable with respect to such retroactive increase.
- (d) In addition to increases in the Electricity Charge arising from excessive Electrical Service consumption by Tenant, Landlord shall be entitled to increase the Electricity Charge payable by Tenant under the Lease in the event the filed electrical energy rates for the Service Classification, Secondary Rate Schedule (or any successor classification reflecting similar service) of the public utility supplying the Building shall be increased from and after the commencement date of this Lease. Landlord and Tenant agree that in the event of increases in such filed energy rates from time to time, and upon written notice from Landlord to Tenant advising Tenant with respect to same, the Electricity Charge shall be increased by applying the newly filed electrical energy rates to the connected load and demand factor utilized by Tenant at that time, such increase to go into effect on the first day of the month following any such increase in rates; and Landlord and Tenant hereby agree that the Lease shall automatically be amended effective as of such date by increasing the Electricity Charge.

At any time when the Landlord is furnishing electric service hereunder, Landlord may at its option, upon not less than thirty (30) days prior written notice to Tenant, discontinue the furnishing of such electric service and/or install a submeter in the Premises. If Landlord gives any such notice of discontinuance, Landlord and Tenant shall cooperate to make all necessary arrangements with the public utility supplying the electric current to the area with respect to furnishing such electric service to the Premises. The Tenant will contract directly with such public utility for all aspects of the supplying of such electric service to the Premises.

Since the character of the electrical system in the Building is such that Tenant, its agents and/or employees could risk potentially serious bodily harm in undertaking changes in the same, the replacement of all lamps, bulbs, tubes, starters and ballasts in the Premises shall be undertaken at all times during the term hereof exclusively by Landlord, its agents, or employees. Tenant shall pay Landlord for all such replacements of all bulbs, and Landlord agrees that its charges therefor shall be reasonable.

LANDLORD:	TENANT:
CLARKE BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent	MILWAUKEE COUNTY
By:Vice Preside	nt By:
Bv:	Bv:

EXHIBIT I-1

STORAGE SPACE OPTION

Tenant will have the option of leasing approximately 1,000 square feet of storage space within the Building ("Storage Space Option") at any time during this Lease. Said storage space will be made available to Tenant at a flat monthly rate of <u>Five Hundred Eighty Three and 34/100 Dollars (\$583.34)</u>.

Tenant may exercise this Storage Space Option at any time by giving Landlord Ninety (90) days prior written notice of its intension to occupy said storage space.

Upon Tenant exercising this Storage Space Option, the demised Premises shall be expanded to include an additional 1,000 square feet within the Building, "Storage Space," as indicated on <u>Exhibit I-2</u> attached hereto and incorporated herein, for a total of approximately 32,800 usable square feet.

LANDLORD:	TENANT:
CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent	MILWAUKEE COUNTY
By:Vice President	By:
Rv:	Bv.

EXHIBIT I-2

PLAN OF STORAGE SPACE

To be added at a later date upon Tenant exercising its Storage Space Option.

LANDLORD:	TENANT:
CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent	MILWAUKEE COUNTY
By:Vice President	By:
By:	By:

SUPPLEMENT TO LEASE DATED SEPTEMBER 15, 2014

THIS SUPPLEMENT is annexed to and made a part of that certain Office Lease dated September 15, 2014, by and between CLARK BUILDING JOINT VENTURE, TOWNE REALTY, INC. as Agent ("Landlord") and MILWAUKEE COUNTY as Tenant for the Premises located at 633 West Wisconsin Avenue, Suites 900, 1000 and 1100, Milwaukee, Wisconsin.

WITNESSETH:

WHEREAS, Landlord and Tenant mutually desire to add the following provisions to such Office Lease under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the parties agree as follows:

- 1. Tenant will have the Right to Early Occupancy thirty (30) days prior to Commencement Date for the installation of Tenant's fixtures and equipment.
- 2. It is a material condition of this Lease that, throughout the Lease term, the operator of the 633 parking structure and lots will make continuously available to Tenant the number of parking spaces that Tenant requires for any given month, not to exceed one hundred eighty (180) stalls in the 633 parking structure. Tenant's employees will pay all monthly parking rates associated with such parking. Tennant will not be responsible for any parking charges. The current discounted parking rate for up to one hundred eighty (180) non reserved stalls is Eighty Five and 0//100 Dollars (\$85.00) per month per stall. Said per stall parking rate shall escalate the greater of 2.5% annually, or 73% of the published non-reserved rate. The rate must be paid with on check monthly on or before the 1st of the month. There will be no discount given for reserved parking stalls. Landlord will ensure that the parking lot operator provides the parking hereinabove required.

Landlord will provide twelve (12) additional parking stalls, at no additional cost to Tenant, for County vehicles.

- 3. Landlord will grant Tenant two (2) uses of the first (1st) floor conference room at no cost to Tenant and three (3) free uses of the fourth (4th) floor conference room per month during the Lease term. Any additional use of either conference rooms will be at a rate of Twenty Five and 00/100 Dollars (\$25.00) per use.
- 4. It is hereby understood and agreed that Tenant has the Right to Cancel this Lease at the end of the third (3rd) year, or on December 31, 2016, concurrent with the rent paying period, by giving Landlord prior written notice at least six (6) months before the intended cancellation date, provided Tenant is not in default, and upon payment of any and all unamortized Tenant Improvements and commissions, at an interest rate of eight percent (8%), to be submitted with said written notice.
- 5. All other terms and conditions of the original Lease, and any supplements, amendments and addendum shall remain in effect and shall apply to said Premises if not in conflict with the terms herein.

IN WITNESS WHERE day of, 2014, at Mil		caused this Supplement to be executed this
LANDLORD:		TENANT:
CLARK BUILDING JOINT VE TOWNE REALTY, INC. as A	•	MILWAUKEE COUNTY
By:V	/ice President	By:
Bv:		Bv: