



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

CFSPM Lease

Date of Request:

2/10/20

Requesting Department:

DAS-ED

Department Contact Name:

Adam Stehly

High Org:

1191

Low Org:

115

Approval Signature of Department Head:

AaronHertzberg

Digitally signed by AaronHertzberg
Date: 2020.02.10 11:53:00 -06'00'

DESCRIPTION

Please provide a detailed description of the request:

A lease is being finalized to create a facility jointly developed and operated by the ME office, OEM and MCW. This initiative has been developing since 2016. Following are the agreed upon deal points:
30 year base term with two 5-year options to extend along with a purchase option
Approx. 90,000 rsf
Base rent derived from actual capital costs for project for building core and shell (not to exceed \$19/sf)
Operating expenses to be set as additional rent with annual reconciliation
Additional capital reserve to set aside funds to cover capital projects over life of lease

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

Moves forward the initiative to update the ME office while creating an adjacency with OEM and MCW on the MRMC campus.

Desired Timeline:

Begin Date:

2/14/20

End Date:

12/31/50

Duration:

30 years

Anticipated Funding Source (select all that apply):

☐ Requestor's Operating Budget

☒ Capital Budget

☒ Other (i.e. grants, donations, etc.; please describe):

ME/OEM Operating Budget

Request Involves:

☐ Parks Property

☐ BHD Property



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

2020-002

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|---|---|---|
| <input type="checkbox"/> 1. Property Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Property Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee recommends approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

**CENTER FOR FORENSIC SCIENCE & PROTECTIVE MEDICINE
LEASE AGREEMENT**

~~!SUBSIDIARY OF MCW!~~

By and Between

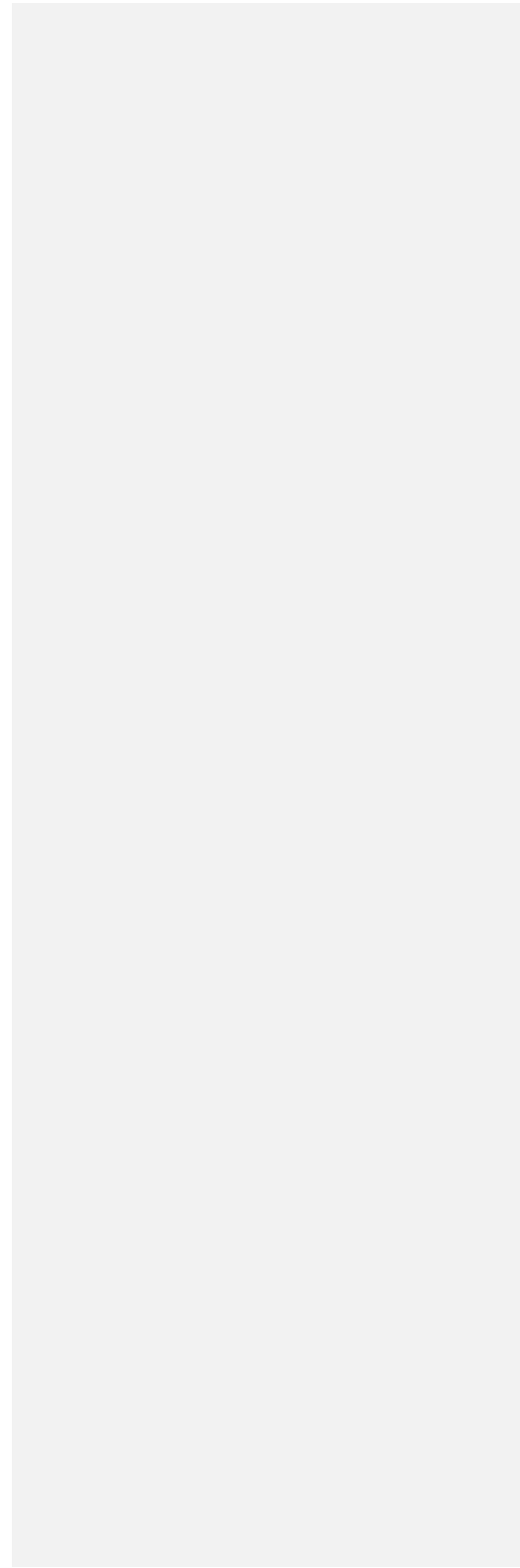
FORENSIC SCIENCE CENTER REAL ESTATE VENTURE, INC.

and

MILWAUKEE COUNTY

DRAFT

TABLE OF CONTENTS



BASIC LEASE INFORMATION

Lease Date: TBD

Landlord: Forensic Science Center Real Estate Venture, Inc.

Tenant: Milwaukee County, a Wisconsin municipal corporation

Property: Approximately 6 acres, consistent with the BHD land option, located within the Milwaukee Regional Medical Center ("MRMC")

Building: Six-story structure consisting of approximately 30,000 square feet footprint, with an enclosed sally port.

Premises: Milwaukee County Medical Examiner ("ME"): Approximately two stories of Building with secured and discrete entry points, for a total rentable area of approximately 60,000 square feet, including an enclosed sally port. Additionally, approximately 22,500 square feet of space with a minimum 18' of height clearance for Disaster Preparedness for a mass casualty event.

Parking: Office of Emergency Management ("OEM"): Approximately one story of Building, for a total rentable area of approximately 30,000 square feet. Landlord shall provide 110 spaces for Tenant's use with 20 stalls located in the Disaster Preparedness space, proximate to the Building, for the exclusive use of the ME. Landlord has allocated an additional 50 spaces to the ME and 40 spaces to the OEM. Landlord shall present plans to the municipality to determine zoning compliance or to request a variance for parking. Tenant shall pay a license fee equal to the fair market value of such parking spaces (but which is not in excess of the average of the parking fees Tenant charges its employees taking into consideration all parking fees charged by Tenant to its employees throughout the County.) Tenant shall not otherwise be charged for parking maintenance or operations in Operating Expenses.

Contingency: As set forth in Section 78.

Initial Lease Term: 30 years

Commencement Date: TBD

Rent Commencement Date: On a per story basis, earlier to occur of Tenant's occupancy or 12 months after Tenant possession of Grey Shell to commence TI work.

Expiration Date: TBD

Commented [BA1]: Include?

Right to Extension: Tenant shall have an exclusive right to two (2) options to extend for periods of five (5) years each upon one-year written notice.

Right to Purchase: Tenant shall have the right to Purchase the Premises as set forth in Section ~~2022~~.

Base Annual Rent: To be based upon actual cost and rent commencement date. Annual Base Rent will be set for the initial Lease Term and will be reconciled and adjusted based upon actual construction costs and offset by any Tenant contribution. In no event shall Annual Base Rent exceed \$19.00/sf.

Landlord's Address for Payment of Rent: Forensic Science Center Real Estate Venture, Inc.
8701 Watertown Plank Road
Milwaukee, WI 53226
Attn: MCW Accounts Receivables

Landlord's Address for Notice: Forensic Science Center Real Estate Venture, Inc.
8701 Watertown Plank Road
Milwaukee, WI 53226
Attn: MCW Office of the General Counsel

Tenant's Address for Notice: 633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203
Attn: Economic Development

CENTER FOR FORENSIC SCIENCE & PROTECTIVE MEDICINE

LEASE AGREEMENT

This Lease Agreement (the "Lease"), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "Summary"), below, is made by and between the ~~Subsidiary of The Medical College of Wisconsin, Inc.~~ FORENSIC SCIENCE CENTER REAL ESTATE VENTURE, INC. (the "Landlord") and ~~Milwaukee County~~ MILWAUKEE COUNTY ("Tenant").

1. Premises.

Subject to the satisfaction of the contingency set forth in Section 7 of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions of this Lease, the Premises. The Premises shall consist of, in accordance with ~~ADD-EXHIBIT NUMBER~~ A-2 attached hereto:

- (a) Milwaukee County Medical Examiner ("ME"): Approximately two stories of Building with secured and discrete entry points, for a total rentable area of approximately 60,000 square feet ("sf"), including an enclosed sally port. ~~Additionally, approximately 22,500 sf of space with a minimum 18' of height clearance for Disaster Preparedness in the event of a mass casualty event.~~
- (b) Office of Emergency Management ("OEM"): Approximately one story of Building, for a total rentable area of approximately 30,000 sf.

The spaces described above are collectively called and referred to as the "Premises" throughout this Lease.

2. Building.

2.1 Core and Grey Shell. Landlord shall construct the Core and Grey Shell (the "Building") at its sole cost, pursuant to and in accordance with the Construction Rider, attached hereto as ~~INSERT-EXHIBIT~~ B. Any atypical building requirements, such as additional hardening requirements shall be bore by the Tenant ~~[exhibit tenant work]~~ as detailed in EXHIBIT C. The Landlord shall also construct, at its sole cost, the Parking as defined below.

2.2 Tenant Work. With the exception of Landlord's Work, Tenant shall, at Tenant's expense, perform all work and supply all installations for the completion of the Premises ("Tenant's Work") and shall fully equip the Premises with all trade fixtures, furniture, furnishings, special equipment and other items necessary for the completion of the Premises and the proper and efficient operation of Tenant's business ~~as~~ as set forth in EXHIBIT C.

~~3. Necessary Adjustments.~~ 2.3 Future Expansion. Tenant may require approximately 22,500 sf of space with a minimum 18' of height clearance for Disaster Preparedness in the event of a mass casualty event. Landlord shall notify Tenant with at least 30 day's advance written notice in the event that any developed space meeting these criteria becomes available. Tenant shall have 90 days to respond in writing to exercise a right to said space. The Site Plan shall be revised to reflect this "Disaster Preparedness Space." If and when Tenant exercises such right, Landlord and Tenant shall work together to determine the rules and regulations for the Disaster Preparedness Space.

Commented [BA2]: Note

3. **Lease Supplement.** Notwithstanding any other provision of this Lease to the contrary, Landlord and Tenant hereby acknowledge that as of the date of this Lease the Building has not been completed and, therefore, the Premises set forth in the Basic Lease Information are approximations which are subject to adjustment. Accordingly, upon completion of the Tenant Improvements (as defined in the Construction Rider), Landlord shall make final measurements of the Premises, and such measurement shall establish the Rentable Area of the Buildings for all purposes herein, including, without limitation, Base Rent and the Allowance (as defined in the Construction Rider). Landlord and Tenant will promptly enter into ~~an amendment~~ a supplement to this Lease, in form substantially similar to EXHIBIT F, establishing the final economic terms of this Lease (to the extent necessary) and simultaneously make appropriate adjustments to reflect any previous overpayments or underpayments of any amounts due hereunder.

4. **Common Areas.** Tenant shall have the non-exclusive right to use any common areas of the Building with any future tenants of the Building.

~~5. Term.~~

~~5.5. Hours of Operation.~~ Building shall have secure access and Tenant shall be allowed access at all times.

6. **Term.**

6.1 **Initial Term.** The initial term of the Lease (the "Initial Term") shall be 30 years, commencing on the Lease Commencement Date (as herein defined—Tenant's occupancy of the Premises or 12 months after Tenant's possession of the Grey Shell to commence Tenant Improvement Work, whichever occurs first). The Initial Term and any exercised Renewal Term (defined below) shall be collectively known as the "Term."

~~56.2~~ **Renewal Options.** Tenant shall have the right to renew this Lease for two renewal terms of five years each, following the expiration of the Initial Term. To exercise such renewal options, Tenant shall notify Landlord of Tenant's election to renew in writing at least twelve months prior to the date on which the Initial Term, or first Renewal Term's, expiration. Each Renewal Term shall be on the same terms, conditions, and provisions set forth in the Lease.

Beginning with and as of the first day of the applicable Renewal Term, the Annual Base Rent shall be no more than 90% of the Annual Base Rent.

~~56.3~~ **Lease Commencement Date.** The Lease Commencement Date of the Initial Term shall occur upon the execution of the Lease by both Parties.

~~67.~~ **Rent and Finance.**

~~67.1~~ **Rent Commencement Date.** The Rent Commencement Date shall occur on a per story basis, beginning on the earlier of Tenant's occupancy of the Premises or 12 months after Tenant's possession of the Shell to commence Tenant Improvement work.

~~67.2~~ **"Rent" Defined.** "Rent" means Annual Base Rent and Additional Rent. "Additional Rent" means all sums of whatever nature payable to Tenant under this Lease other than Annual Base Rent.

~~6.27.3~~ **Annual Base Rent.** Annual Base Rent for this Lease shall be no more than \$19.00 per sf. The Annual Base Rent shall be reconciled and adjusted ~~on an annual basis~~ within the first

12 months after Tenant's possession of the Shell and shall be based upon actual construction costs and offset by any Tenant Contribution.

6.37.4 Payment Procedure. Each installment of the Annual Base Rent is due in advance on the first day of each month for which payment is due and shall be paid by electronic funds transfer in accordance with instructions provided to Tenant by Landlord as modified by Landlord from time to time. Unless a different date for payment is provided for elsewhere in this Lease (including, without limitation, as provided with respect to Landlord's Estimate of Operating Expenses and/or Taxes, as defined below), all Additional Rent will be paid by Tenant within thirty (30) calendar days after Landlord has notified Tenant of the amount due. The foregoing notwithstanding, the portion of Additional Rent which is attributable to Landlord's Estimate of Operating Expenses and/or Taxes (as all of the foregoing terms are hereinafter defined) shall be paid on the first day of each month together with Tenant's payments of Basic Annual Rent. The first two (2) payments of Rent in any calendar year which are not paid within five (5) calendar days after Landlord gives Tenant written notice that such payment is overdue shall bear a late fee of five percent (5%) of the overdue amount and such late fee is payable upon demand. Any subsequent payment of Rent in that calendar year which is not paid on or before the date due shall bear a late fee of five percent (5%) of the overdue amount and such late fee is payable upon demand. Tenant's obligation for Additional Rent and any unpaid Annual Base Rent will remain in effect after the termination or expiration of this Lease. All payments of Basic Annual Rent and Additional Rent due to Landlord under this Lease will be made by Tenant without any deductions or set-offs and without demand, to Landlord as set forth herein.

6.47.5 Partial Month Proration. If the Lease Commencement Date occurs on a day other than the first day of a month, then Tenant will pay a prorated monthly installment of Annual Base Rent and of the Additional Rent for the fractional part of such month.

7.6.5 General Additional Rent.

7.6.5.1 Operating Expenses. Landlord shall deliver to Tenant a written estimate of Operating Expenses for each calendar year during the Term (the "Annual Estimate") ~~which may be revised by Landlord from time to time during such calendar year.~~ Commencing on the Rent Commencement Date and continuing thereafter on the first day of each month during the Initial Term, Tenant shall pay Landlord an amount equal to 1/12th of Tenant's Share of the Annual Estimate. Payments for any fractional calendar month shall be prorated.

~~6.5.27.6.2~~ Tenant Improvements. Landlord and Tenant may mutually agree for Landlord to perform certain Tenant-specific capital work on behalf of Tenant. Tenant shall reimburse Landlord at a rate equal to Landlord's actual financing rate, excepting any capital funds Tenant pays directly to Landlord at time of construction. Tenant shall pay back Landlord an amortized amount over the initial term as "Additional TI Rent." By way of example:

Tenant Improvement: \$20/sf @ 90,000 sf = \$1,800,000

Interest: 4.5%

Term: 30 years

Additional Rent: \$109,444.08/yr = \$1.22/sf

7.6.3 Utilities. Landlord, as part of the Tenant Improvements, shall cause all utilities to be separately metered within the Premises. Throughout the Term, Tenant shall at its own cost promptly pay as and when due all charges for all heat, water, gas, electricity, telephone, sanitary sewer and other utilities used or consumed in, on or upon the Premises. Tenant shall at all times keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or of the equipment and facilities contained therein. No discontinuance of any utility service shall relieve Tenant from performing any of its obligation under this lease, and Landlord shall not be liable for any discontinuation in or failure of any utility service, and no such failure or discontinuation shall be deemed a constructive eviction. In the event of any failure, stoppage or interruption thereof, Landlord shall use reasonable efforts to attempt to restore all services promptly. No representation is made by Landlord with respect to the adequacy or fitness of the Building's ventilating, air conditioning, or other systems to maintain temperatures as may be required for the operation of any computer, data processing or other special equipment of Tenant.

7.6.5.3.4 Additional Utilities and Services. Landlord shall perform such additional service on such terms and conditions as may be mutually agreed upon by Landlord and Tenant. Landlord may impose a reasonable charge for the use of any services required by Tenant because of any unusual Tenant Improvements.

7.6.5.4 Annual Reconciliation Statement.

(a) Landlord shall deliver to Tenant, within ~~120~~90 calendar days after the end of each applicable Operating Year, a statement for such Operating Year (the "Statement") showing the actual amount of Operating Expenses for the Operating Year.

Tenant shall pay Landlord, within 45 calendar days of the receipt of any Statement, such amounts as may be necessary to adjust Tenant's payments of estimated Operating Expenses to that equal of the actual Operating Expenses of the Operating Year. If any Statement shows that the estimated Operating Expenses or Taxes paid by Tenant exceeded the actual Tenant's Share of such Operating Expenses for any Operating Year, then Landlord will credit Tenant's account by an amount equal to the excess or, if at the end of the Term, refund to Tenant an amount equal to the excess.

Failure of Landlord to provide any Statement within the time prescribed will not relieve Tenant of its obligations under this section. The Parties' obligation to make payment for any overpayment or underpayment of estimated compared to actual Operating Expenses during the final Operating Year shall survive expiration or termination of this Lease.

(b) Tenant shall have the right to inspect, within 120 calendar days after its receipt of a Statement, Landlord's records of Operating Expenses for the Operating Year reflected in such Statement. Tenant's right shall be limited to one inspection per Statement. To exercise said right, Tenant shall provide Landlord two business days' prior written notice to Landlord with a planned date and time for the inspection to occur at Landlord's offices during normal business hours. Any

overpayment by Tenant of Rent for such year reflected by such audit shall be promptly corrected. Tenant and any third party auditor shall keep Landlord's books and records and Tenant's (or such auditor's) work product created during such audit strictly confidential except when otherwise required by law.

~~6.6.7.7~~ **Taxes and Assessments.** Taxes shall include all real property taxes and ~~general~~ general, special or district assessments or other governmental impositions, of whatever kind, nature or origin, imposed on or by reason of the ownership or use of the Premises, including but not limited to the actual assessment allocated by the Milwaukee Regional Medical Center, Inc. (MRMC~~+~~); service payments in lieu of taxes and taxes and assessments ~~of~~ every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Premises or the personal property; and the reasonable cost incurred by Landlord in contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above. Should any such Taxes be payable in installments Tenant shall only be liable for the portion of such Taxes attributable to the Term.

~~6.7.8~~ **Capital Reserve.** Tenant shall contribute to a Capital Reserve account at an initial rate of \$0.50 per sf, adjusted annually by 2.5%. Commencing in year 15 of the Initial Lease Term, Tenant shall contribute \$1.50 per sf with annual 2.5% increases. Tenant's contribution is attached hereto as SCHEDULE 1.

The Capital Reserve Account shall be owned and maintained by the Landlord and intended to support the Core, Shell, and Infrastructure. Any additional cash flow remaining after debt service payment and absolute bondable insurance costs will be set aside in a separate reserve account for future use. Tenant shall be responsible for pro rata capital costs associated with the Premises exceeding the Capital Reserve Account.

Landlord and Tenant agree that the equipment/systems listed in ~~(INSERT EXHIBIT)~~ E that will not be covered by the Capital Reserve Account (i.e., items included in the Tenant fit-out but maintained by Landlord).

~~7. Contingency.~~ **7.9 Revenue Share.** Landlord and Tenant acknowledge that Landlord may lease space to third parties. Landlord and Tenant agree that any excess net revenue from such third-party lease, (net revenue being gross rent less outstanding project debt, any third-party tenant improvement allowance and associated cost of debt service, and operational cost specific to the third party as may be incurred by Landlord) be shared equally (the "Shared Revenue"). The parties further agree that such Shared Revenue shall be initially applied to lower the outstanding project debt, including unamortized issuance costs, premiums and/or discounts, and other costs, less any capital reserve balances. The Shared Revenue will also allocable to any extraordinary redemption premiums that might be required in order to redeem outstanding tax-exempt debt and all other debt extinguishment costs. Thereafter, by mutual agreement, the Shared Revenue may be applied (i) to the Capital Reserve, (ii) to any extraordinary capital costs not otherwise covered by the Capital Reserve, (iii) as an offset to Tenant's annual Base Rent or (iv) as an annual cash payment from Landlord to Tenant.

8. Contingency. Landlord and Tenant hereby acknowledge and agree that this Lease and the obligations of Landlord and Tenant hereunder are made expressly contingent on Landlord's acquisition of title or leasehold interest to the land upon which the Improvements are to be constructed on or before ~~{DATE}~~ July 1, 2020 ("Contingency Date"), as such date may be extended by the agreement of ~~landlord~~ Landlord and Tenant. Landlord will provide Tenant with written notice on or before the

Contingency Date of the satisfaction or failure to satisfy the Contingency. If the Contingency has not been satisfied, then within ten (10) days after such notice, either Landlord or Tenant may terminate this Lease by written notice to the other, in which case this Lease shall be of no further force and effect except for any obligations which may expressly survive termination.

89. Conditions of Tenant's Occupancy and Possession

89.1 Use Restrictions and Rules. Tenant shall use the Premises only for the purposes of the Medical Examiner Office and the Office of Emergency Management, and any ancillary or other county uses as approved by Landlord, provided such use does not jeopardize Landlord's tax-exempt status. Smoking shall not be permitted within the Building. Tenant agrees to be bound by all laws, requirements, rules, orders, ordinances, zoning and restrictive covenant's applicable to Tenant's use of Premises, whether in force on or after the Lease Commencement Date.

89.2 Improvements by Tenant Other Than the Tenant Work. Other than Tenant Work, as approved by Landlord ~~(as defined by INSERT EXHIBIT)~~, Tenant will not make any improvements, alterations, installations or additions to the Premises which (a) involve a modification to the exterior or structure of the Building, (b) exceed \$25,000 per occurrence or \$200,000 in aggregate costs in a calendar year, or (c) require a permit, unless: (i) Tenant receives Landlord's prior written consent, which will not be unreasonably withheld, conditioned, or delayed; (ii) the work is carried out pursuant to properly documented drawings approved in advance by Landlord and pursuant to all necessary permits or governmental and/or other approvals, the responsibility and cost of obtaining which will be borne solely by Tenant; and (iii) Tenant pays all costs of such work. Tenant shall deliver "as-built" plans for all alterations, additions and improvements made by Tenant to Landlord (or Landlord's property manager), upon completion of same.

89.3 Maintenance and Repairs. Landlord shall be responsible for the maintenance of the Core and Grey Shell building systems, ~~except those items as identified in INSERT EXHIBIT E.~~ Tenant shall be responsible for the maintenance of the Premises and any Tenant specific equipment or improvements to the Core and Grey Shell. Tenant shall keep the Premises in a clean, safe, sanitary and tenable condition in a manner compatible with its intended use, shall not permit any garbage, waste, refuse or dirt of any kind to accumulate in or about the Premises. Tenant shall be responsible for its own janitorial and trash removal services and shall be responsible for cleaning all exterior and interior windows of the Premises. Tenant will not commit or suffer any waste of the Leased Premises. Landlord or Landlord's representatives may enter the Leased Premises during normal business hours with at least two (2) Business Days' prior written notice (except in the event of emergency) to Tenant and in the presence of a designated representative of Tenant (Tenant covenanting to make such a representative available and, if Tenant does not do so, then such entry is permitted without a Tenant's representative being present) to verify Tenant's compliance with this Lease.

910. Insurance.

~~9.1 Tenant Insurance. Tenant shall purchase and maintain, at its sole cost, the following policies of insurance covering the Premises and the business conducted by Tenant therein:~~

~~(a) Commercial General Liability with minimum limits of liability of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence and Three Million Dollars ((\$3,000,000.00) for the aggregate;~~

~~(b) Umbrella Insurance with minimum limits of liability of Seven Million Dollars (\$7,000,000.00) in the aggregate;~~

~~(c) Property Insurance for the full replacement cost of all Tenant's personal property located at the Premises and on all alterations, additions, and improvements (including fixtures) made by the Tenant to the Building or the Premises.~~

~~All commercial general liability and umbrella liability insurance policies shall name Landlord as an "Additional Insured" and such insurance shall be primary with Landlord's policy being secondary and noncontributory. Tenant shall give Landlord at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's insurance prior to the earlier to occur of the Lease Commencement Date or the date Tenant is provided access to the Premises for any reason, and upon renewals at least ten (10) days prior to the expiration of the insurance coverage. All of Tenant's insurance policies, endorsements, and certificates will be on forms and with deductibles and self-insured retention, if any, reasonably acceptable to Landlord. The limits of Tenant's insurance shall not limit Tenant's liability under this Lease.~~

~~910.1 Tenant Insurance. Tenant is permissibly self-insured and is a municipal body corporate that self-funds for liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. Tenant 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 Tenant's contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations.~~

10.2 Landlord Insurance. Landlord shall carry and maintain commercial general liability insurance with respect to the Building during the Lease Term, and shall further insure the Building, Premises (including Tenant Improvements), during the Lease Term, against loss or damage due to fire and other casualties covered within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage, and special extended coverage. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises for any purpose other than the Permitted Use causes any increase in the premium for such insurance policies, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body. Tenant

shall also provide Landlord and Landlord's insurer(s) with such information regarding the use of the Premises and any damage to the Premises as they may require in connection with the placement of insurance for the Premises or the adjusting of any losses to the Premises.

~~9.3 Subrogation. Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property or business interruption loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies do now, or shall, contain the waiver of subrogation.~~

~~11.1~~ **Covenant Against Liens.** Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments, or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least ten (10) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility (to the extent applicable pursuant to then applicable laws). Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) Business Days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof.

~~12.1~~ **Environmental Assurances.** Landlord represents and warrants that, to its actual knowledge as of the Effective Date, except as disclosed in third party environmental reports in Landlord's possession (copies of which have been delivered to the Tenant), no Hazardous Substances exist at the Leased Premises in excess of reportable standards, or which violate site closure conditions as required by applicable governmental authorities. Furthermore, Landlord shall be responsible to protect and/or relocate any items of historical or cultural significance.

~~12.1.1~~ **Tenant Environmental Compliance.** Tenant agrees to comply with all applicable environmental laws, rules, and regulations tied to its use of the Premises. Tenant shall not generate hazardous substances at, to, or from the Premises other than customary amounts of hazardous substances common and reasonable to the Tenant's use of the Premises. Tenant shall deliver promptly to Landlord copies of all notices received by Tenant from federal and state governmental entities with respect to hazardous substances on the Premises. Tenant shall allow Landlord, at reasonable intervals, to verify and monitor Tenant's compliance with laws regarding hazardous substances.

~~12.1.2~~ **Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord against any claims, demands, actions, suits, proceedings, judgments, damages, losses, costs, fees, or expenses incurred by Landlord in connection with Tenant's generation of hazardous substances at, to, or from the Premises in violation of applicable law or in connection with Tenant's failure to comply with its representations, warranties, and covenants set forth in this paragraph.

- ~~42~~13. **Security Services.** Tenant shall have the right, at its sole cost and expense, to install a security system within the Building, or any portion thereof. Tenant shall have the right to provide, at its sole cost and expense, a security force to regularly patrol and inspect the Building, or any portion thereof. Such security force will coordinate and cooperate with Landlord and provide Landlord with appropriate contact numbers and emergency procedures.
- ~~43~~14. **Signage.** Tenant shall have the right, at its sole cost and expense, to erect an identification sign for Tenant on the exterior of the Building, subject to Tenant's obtaining the prior consent from Landlord, the approval of which shall not be unreasonably withheld. Tenant may, at its sole cost and expense, pursue any other signage, including freestanding and direction signage, as may be approved by any authority having jurisdiction.
- ~~44~~15. **Rooftop Equipment.** Tenant may install transmitting and receiving equipment, including antennae, on the roof of the Building. The equipment shall be used solely to transmit and receive signals in the ordinary course of Tenant's own business at the Premises. Use of such equipment is restricted solely to Tenant and may not be sold, assigned, or leased to any third party unless prior approval is granted by Landlord. Tenant shall bear all costs and expenses of designing, purchasing, installing, operating, maintaining, repairing, removing, and replacing the equipment, and for repairing or restoring any damage to the Building, the Premises, or the Landlord's property from such equipment. The equipment shall be installed in a manner reasonably acceptable to the Landlord. Tenant shall have the right to sole access and control of the roof of the Building except in emergency situations involving the imminent threat to safety, property or life. If Landlord requires access for any reason, it shall give Tenant prompt notice of such access and make reasonable efforts to coordinate access with accompaniment from representative of Tenant. Notwithstanding the foregoing, Landlord shall be responsible to maintain, repair and replace to roof membrane and decking and all structural components and also any other rooftop mechanical equipment not servicing Tenant's Premises.
- ~~45~~16. **Permitted Uses.** Notwithstanding anything to the contrary contained herein, Landlord and Tenant agree that the Building shall be used for administrative, academic and research purposes that are synergistic with the operations of the ME and customary to a Class A office building in a regional medical complex. Any other use shall require approval by Tenant, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall have thirty days to respond to a request from Landlord. If no response is received from Tenant within said thirty days, Tenant's consent shall be deemed given.
17. **Acceptance of Leased Premises.** The taking possession of Premises on the Lease Commencement Date by Tenant shall constitute an acknowledgement by Tenant that, other than with respect to latent defects, the Premises are in good condition and the Landlord has provided all materials and necessary items under this Lease for the Tenant to take possession.
- ~~46~~18. **Landlord's Rights and Responsibilities.**
- ~~46~~18.1 **Access.** Landlord or its authorized agent or representative shall have the right to enter and examine the Premises (except for secure areas) for any reasonable purpose, provided Landlord gives at least 2 business days' prior written notice to Tenant, or at any time in the event of an emergency.
- ~~46~~18.2 **Building Repairs.** Landlord shall make any necessary repairs and replacements to the Structural Portions of the Building as required. In making such repairs and replacements,

Landlord shall use its reasonable efforts to see that its contractors, subcontractors, and others do not disrupt or interfere with the Tenant or the Tenant's use of the Premises. Tenant shall not be entitled to any abatement or diminution of rent during any period of such repairs or replacements, unless such repairs or replacements arise from a defect in the Structural Portion of the Building and Landlord determines, in its reasonable discretion, that Tenant is unable to use the Premises, or any portion thereof, during the performance of such repairs or replacements, in which event the Base Annual Rent shall be abated proportionally as to the portion of the Leased Premises rendered unusable and only for the time such portion of the Leased premises is rendered unusable due to the performance of such repairs or replacements. Tenant shall not be entitled to such abatement to the extent the need for such repairs or replacements resulted from the wrongful acts or inaction of Tenant.

~~16.3~~ ~~Parking. Landlord shall provide Tenant with parking spaces for Tenant's use in a lot adjacent to the Building and in a secured space, in accordance with the Parking Lot Plans [ADD EXHIBIT].~~

~~16.18.3~~ Parking. Landlord shall provide 110 spaces for Tenant's use with 20 stalls located in the Disaster Preparedness space, proximate to the Building, for the exclusive use of the ME. Landlord has allocated an additional 50 spaces to the ME and 40 spaces to the OEM. The locations of the spaces are as depicted on the Parking Lot Plans, attached hereto as EXHIBIT A-3. Landlord shall present plans to the municipality to determine zoning compliance or to request a variance for parking. Tenant shall pay a license fee equal to the fair market value of such parking spaces (but which is not in excess of the average of the parking fees Tenant charges its employees taking into consideration all parking fees charged by Tenant to its employees throughout the County.) Tenant shall not otherwise be charged for parking maintenance or operations in Operating Expenses.

18.4 Inspections. Upon providing the Tenant at least 2 days prior notice, Landlord shall have the right to make an inspection of the Premises to verify compliance by Tenant with its obligation to manage, operate, maintain, and repair the Premises in accordance with best Management Practices. In the event Premises is not being maintained by Tenant in accordance with such practices, Landlord shall give Tenant written notice that identifies the obligation(s) or condition(s) requiring performance in reasonable detail and notifies Tenant that such condition(s) must be cured within 30 days after Tenant's receipt of such notice or Landlord may terminate Tenant's right to self-manage the Premises (the "Termination Warning"). If Tenant fails to cure such failure(s) within such 30 day period, then Landlord may elect to: (i) terminate Tenant's right to self-manage the Premises by delivering written notice thereof to Tenant (a "Management Notice"), in which event Landlord shall assume such management of the Leased Premises as of the termination date specified by Landlord in such written notice; or (ii) make the repair or perform the defaulted obligation on behalf of Tenant and charge Tenant, as Additional Rent due 30 days after Landlord's demand, the documented cost thereof. During the existence of any monetary Event of Default, Landlord shall be entitled to terminate Tenant's right to self-manage the Premises by delivering a Management Notice to Tenant, in which event Landlord shall assume such management of the Premises as of the termination date specified by Landlord in such written notice. The date specified in a Management Notice on which Landlord will assume the management of the Premises pursuant to this

paragraph is referred to as the "Management Change Date" for purposes of this Lease. Commencing on the Management Change Date, Landlord shall manage, operate, maintain and repair the Leased Premises in accordance with Best Management Practices of Class A office buildings in the Milwaukee Area ~~as set forth on [ADD EXHIBIT] of this Lease.~~ Tenant shall reimburse Landlord, as part of Operating Expenses, all costs and expenses arising from Landlord's performance of its obligations hereunder, which reimbursement (together with a management fee as provided for in the definition of Operating Expenses hereunder) shall be in addition to all other Additional Rent payable by Tenant hereunder.

~~+618.5~~ Additional Provisions. Landlord and its agents, officers, directors, and employees assume no liability or responsibility whatsoever with respect to the conduct or operation of Tenant's business conducted in the Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Tenant's responsibility pursuant to this Lease. In no event shall Landlord be liable to Tenant for: (i) any damage to the Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, contractors, or employees; (ii) any loss, damage, or injury to any property therein or thereon except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, contractors, or employees; (iii) any claims for the interruption of or loss to Tenant's business or for any indirect damages or consequential losses occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes or other similar cause in, above, upon or about the Leased Premises; or (iv) Tenant's management of the Leased Premises.

~~+719.~~ **Damage and Destruction.**

~~+719.1~~ Rent Abatement due to Damage. If the Building becomes damaged or destroyed due to fire or other casualty during the Term, Tenant shall immediately notify Landlord of the event. The Lease shall remain in full force and effect, except that Rent shall be abated proportionately to the extent and for the period that all or a portion of the Premises is rendered untenable as a result of such casualty damage. Landlord shall, within 30 days after the date of the casualty, cause Landlord's Architect to prepare a written estimate of the time period required to repair and restore the damaged portions of the Building and deliver such estimate to the Tenant.

~~+719.2~~ Mutual Right of Termination. In the event that, based on the written estimate of Landlord's Architect, the damage or destruction to the Premises cannot be repaired or restored within a period of eighteen (18) months, measured from the date of Landlord's receipt of insurance proceeds from the insurer of the Building, Landlord and Tenant shall each have the unilateral right to terminate this Lease upon written notice to the other given within 15 Business Days after Tenant's receipt of Landlord's Architect's written estimate. The Lease will then terminate one day after either party gives the other written notice of its desire to terminate the Lease. In the event of such termination, the Rent will be adjusted and paid to the date of the damage or destruction, and Tenant will immediately vacate and surrender the Leased Premises (including the Building) upon such termination; provided that Tenant shall not be released from responsibility for any of its obligations under this Lease for the period before such termination, or for any of its

obligations under this Lease which expressly survive such termination. If neither party exercises such termination option, ~~4519.3~~ below shall govern.

~~4719.3~~ **Restoration by Landlord.** Unless this Lease is terminated as set forth above in ~~4519.2~~, Landlord shall:

- (a) repair or restore the damaged portions of the Premises with reasonable speed, subject to reasonable delays for adjusting losses under insurance policies and Force Majeure; and
- (b) this Lease shall remain in effect as set forth in ~~4519.2~~ above.

While the Premises is being repaired or restored, Rent shall be abated and the Term shall be automatically extended for a period of time equal to the period between the date of the Casualty Event and the date the Tenant takes possession of the Premises after the repairs or restoration is completed. Tenant agrees that after completion of such work by Landlord, Tenant will, at Tenant's sole cost and expense, repair and replace all alterations, additions, improvements, fixtures, signs, and equipment installed by Tenant prior to the Casualty Event.

~~4719.4~~ **Damage to Tenant and Tenant's Property.** Landlord shall not be liable to Tenant for any loss, injury or other damage to Tenant or to Tenant's property in or about the Premises from any cause (including defects in the Premises or in any equipment in the Premises; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or washstand in, above, or about the Premises) unless caused by Landlord's negligence or willful misconduct. Tenant hereby waives all claims against Landlord for any such loss, injury, or damage and the cost and expense of defending against claims related thereto, except for any loss, injury or damage caused by Landlord's negligence or willful misconduct. Notwithstanding any other provision of this Lease to the contrary, in no event shall either Landlord or Tenant be liable to each other for any punitive or consequential damages or damages for loss of business by Tenant or Landlord.

~~4820.~~ **Condemnation.**

~~4820.1~~ **Termination.** This Lease will immediately terminate upon any of the following:

- (1) a taking or condemnation of the entire Building, Premises, or Project for public or quasi-public use or purpose;
- (2) a partial taking which prevents Tenant from being reasonably able to use the Premises for the purposes intended by this Lease; or
- (3) Landlord grants a deed or other instrument in lieu of a taking by eminent domain or condemnation.

~~4820.2~~ **Award.** In the event of such termination, all Rent shall be apportioned as of the date of the termination. Tenant shall have no right to assert any claim against Landlord or condemning authority for any compensation due to any such termination connected to a taking or condemnation, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Term, pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award

available to Landlord, its ground lessor with respect to the Building or Project or its mortgagee, and such claim is payable separately to Tenant.

If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Notwithstanding anything to the contrary contained in this ~~Article 13~~Section 20, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, and provided that such temporary taking does not materially preclude or unreasonably diminish Tenant's ability to conduct business from the Premises, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking, provided, however, that Tenant shall be entitled to a share of the award for any loss of fixtures and improvements and for moving and other reasonable expenses that do not otherwise reduce Landlord's recovery.

~~1921.~~ **Surrender and Hold Over.**

~~1921.1~~ **Surrender.** Upon the expiration or termination of this Lease, Tenant shall surrender the Premises and all Tenant Improvements and Alterations to Landlord broom-clean and in their original condition, except for reasonable wear and tear ~~in compliance with Exhibit D.~~ Tenant shall remove all of Tenant's personal property. Landlord shall have the right, but no obligation, to remove the same and Tenant shall pay Landlord on demand for all costs of removal and storage required for such removal. Notwithstanding the foregoing, Landlord and Tenant shall tour the Premises together, at least once and not less than 30 days prior to surrender, and make a mutual determination of the final condition and any repairs required and any removal of personal property.

~~1921.2~~ **Holdover with Express Consent.** If, with the express consent of Landlord, Tenant holds over after the expiration or termination of the Lease Term, such tenancy shall be on a monthly basis and shall not constitute a renewal or an extension for any further term of the Lease. Such ~~hold-over~~holdover occupancy of Tenant will be at the monthly Base Annual Rent payable during the last year of the Term and the monthly Additional Rent as determined by the Lease, with the monthly tenancy subject to termination by 30 days' prior written notice by either party. Any holdover with express consent shall be governed by all the terms and conditions of the Lease.

~~1921.3~~ **Holdover without Express Consent.** If Tenant holds over after the expiration or termination of the Term without the express or implied consent of Landlord, such tenancy shall be deemed to be a tenancy by sufferance and shall not constitute a renewal or an extension for any further term. If a tenancy by sufferance exists, Annual Base Rent shall be payable at a monthly rate equal to 125% of the Base Rent applicable during the last rental period of the Term for the initial one (1) month of holdover and thereafter at a monthly rate equal to 125% of the Base Rent applicable during the last rental period of the Lease Term under this Lease. Any holdover without express consent shall be governed by all the terms and conditions of the Lease.

~~1921.4~~ **Reservation of Landlord Rights.** Nothing contained in this ~~Section 19~~Section 21 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly

reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section ~~4921~~ shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided in the Lease or at law. If Tenant fails to surrender the Premises upon the termination or expiration of the Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, but not limited to, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

~~2022~~. **Tenant Options**

~~2022~~.1 **Option to Purchase Premises – At Any Time.** Tenant may, at any time, subject to Lender approval, purchase the Premises at the greater of (i) fair market value or (ii) the amount of the outstanding project debt for the Premises and core and shell associated with the Premises, including unamortized issuance costs, premiums and/or discounts, and other costs associated with the sale of the Premises, less any capital reserve balances. The purchase price will also include any extraordinary redemption premiums that might be required in order to redeem outstanding tax-exempt debt and all other debt extinguishment costs.

~~2022~~.2 **Option to Purchase Premises – After Initial Term.** If Tenant exercises its Purchase Option after the Initial Lease Term and in conjunction with the exercise of an Extension Option, at the conclusion of the third year of the Extension Option so exercised, then Tenant may purchase its Premises, subject to Lender approval if applicable, at the greater of (i) One Dollar and No/100 (\$1.00), or (ii) the amount of the outstanding project debt for the Premises and core and shell associated with the Premises, including unamortized issuance costs, premiums and/or discounts, and other costs associated with the sale of the Premises, less any capital reserve balances. The purchase price will also include any extraordinary redemption premiums that might be required in order to redeem outstanding tax-exempt debt and all other debt extinguishment costs.

~~2022~~.3 **Tenant Right of First Offer.** In the event additional existing space becomes available within the Building, before entering into any other agreements, Landlord shall notify Tenant of space availability. If the existing tenant continues to pay rent, Tenant shall have 30 days to notify Landlord of its intent to rent the entire space that has become available. If there is no rental income, Tenant shall have 7 days to notify Landlord of its intent to rent the entire space that has become available. Rent shall be calculated at the same rate as the previous tenant, plus any tenant improvements. This right of first offer shall not apply to any subleases by tenants as approved by the Landlord's Board. Further, this right of first offer shall not apply to any Building expansion.

~~2023~~. **Default.**

~~2023~~.1 **Events of Tenant Default.** The occurrence of any of the following shall constitute a default of this Lease by Tenant:

(a) Any failure of the Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within 5 business days after written notice;

(b) Any failure by Tenant to observe or perform any other provision, covenant, or condition of this Lease to be observed or performed by Tenant, where such failure continues for 30 days after written notice from Landlord to Tenant, unless curing such breach is reasonably determined by both parties to require more than 30 days.

(c) Tenant causing or permitting the Premises to be vacant, or abandoning and ceasing to do business actively in the Premises for a period in excess of 20 calendar days. Tenant vacating the premises will not be a default event if the Tenant:

(i) continues to pay all sums payable by Tenant under the Lease;

(ii) continues to perform all obligations under the Lease; and

(iii) provides Landlord at least 30 calendar days prior written notice of the date of the Tenant's vacating, the reason for Tenant's vacating, and the Tenant's new updated address for notices related to the Lease.

(d) Tenant's failure to pay Rent when due and such failure continues for more than five (5) business days after written notice of such failure to Tenant (provided, however, that for each calendar year during which Landlord has already given Tenant two (2) written notices of a failure to pay Rent, no further notice shall be required).

If a Default Event occurs, Landlord shall, in addition to all rights and remedies of Landlord set forth in this Lease, be excused from any performance obligations hereunder, including without limitation the completion of Landlord's Work ~~as defined in EXHIBIT NUMBER C.~~

2423.2 **No Waiver of Default.** Even if Landlord or Tenant does not seek the other's strict performance of any provision of this Lease, or does not exercise any right it has, neither Tenant nor Landlord will be construed as waiving its right to strictly enforce Landlord's or Tenant's performance in the future. There will be no waiver by Landlord or Tenant of any Lease provision unless expressed in writing and signed by the party against whom such waiver is being alleged. If Landlord receives Rent with knowledge of Tenant's breach of this Lease, or Tenant pays Rent with knowledge of Landlord's breach of this Lease, then neither party will be construed as having waived such breach.

2423.3 **Remedies.** Upon the occurrence of a Default Event, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Section, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such

termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages, including, but not limited to, tenant improvement costs, broker fees and negotiating costs from Tenant as provided in any applicable statutes and any other applicable existing or future Law providing for recovery of damages for such breach but excluding consequential damages.

(b) Landlord may cure the Event of Default at Tenant's expense. If Landlord pays any sum or incurs any expense in curing the Event of Default, Tenant shall reimburse Landlord upon demand for the amount of such payment or expense with interest at ~~the Interest Rate~~ a maximum annual rate of 5% from the date the sum is paid or the expense is incurred until Tenant reimburses Landlord.

(c) Landlord may remove all of Tenant's property from the Premises, and such property may be stored by Landlord in a public warehouse or elsewhere at the sole cost and for the account of Tenant. If Landlord does not elect to store any or all of Tenant's property left in the Premises, Landlord may consider such property to be abandoned by Tenant, and Landlord may thereupon dispose of such property in any manner deemed appropriate by Landlord. Any proceeds realized by Landlord on the disposal of any such property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations to Landlord under this Lease, and any balance remaining after satisfaction of all obligations of Tenant under this Lease shall be delivered to Tenant.

2223.4 Events of Landlord Default. The occurrence of any of the following shall constitute a default of this Lease by Landlord:

(a) Any failure by Landlord to observe or perform any other provision, covenant, or condition of this Lease to be observed or performed by Landlord, where such failure continues for 30 days after written notice from Tenant to Landlord, unless curing such breach is reasonably determined by both parties to require more than 30 days.

23.5 Remedies. Upon the occurrence of a Default Event, Tenant shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Tenant may terminate this Lease by written notice to Tenant. Upon such termination in writing by Tenant, as herein provided, this Lease shall terminate and Tenant shall be entitled to recover damages from Landlord as provided in any applicable statutes and any other applicable existing or future Law providing for recovery of damages for such breach but excluding consequential damages.

(b) Tenant may cure the Event of Default at Landlord's expense. If Tenant pays any sum or incurs any expense in curing the Event of Default, Tenant may abate or offset rent in such amount or may demand reimbursement from Landlord for the amount of such payment or expense with interest at a maximum annual rate of 5% from the date the sum is paid or the expense is incurred until Landlord reimburses Tenant.

24. Assignment & Subletting. Tenant shall not voluntarily ~~or by operation of law~~ assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, or permit the use or

occupancy of the Premises or any part thereof by anyone other than Tenant, without Landlord's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord and Tenant have agreed that Tenant may sublet space to Versiti Wisconsin, Inc., or any successor entity, for Tissue Bank purposes. In such cases, Tenant shall provide advance notice to Landlord and such subleases shall be consistent with this Lease.

2325. Landlord's Liability.

2325.1 Upon Transfer. In the event of any transfer of title to the Leased Premises (a "Transfer"), the transferor Landlord will be entirely relieved of all covenants and obligations which arise after the date of such Transfer and all such liability shall automatically be deemed to be assumed by the Successor as the transferee Landlord.

2325.2 No Personal Liability. No member, partner, shareholder, director, officer, employee or other principal or agent of Landlord, as it may now or hereafter be constituted, shall have any personal liability to Tenant and/or any person or entity claiming under, by or through Tenant upon any action, claim, suit or demand brought under or pursuant to the terms and conditions of this Lease and/or arising out of the use or occupancy by Tenant of the Leased Premises.

2426. Tenant's Authority. Tenant warrants to Landlord that Tenant is a municipal corporation under the laws of the State of Wisconsin. Tenant warrants to Landlord that this Lease has been properly authorized and executed by Tenant and is binding upon Tenant in accordance with its terms.

2527. Notices. Except as otherwise provided in this Lease, any requirement for a notice, demand or request under this Lease will be satisfied by a written document: (a) hand-delivered with receipt; (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid; (c) sent by Federal Express, Express Mail or any other nationally recognized overnight courier service, and addressed:

to Landlord:

Attn:
Forensic Science Center Real Estate Venture, Inc.
8701 Watertown Plank Road
Milwaukee, WI 53226

With a copy to:

Attn:
Office of General Counsel
Medical College of Wisconsin
8701 Watertown Plank Rd.
Milwaukee, WI 53226

to Tenant:

Attn:
Milwaukee County
Attn: Director, Economic Development

[INSERT ADDRESS]

_____ [INSERT ADDRESS]

633 W. Wisconsin Avenue, Suite 903

Milwaukee, WI 53203

With a copy to: Milwaukee County

Attn:

Office of Corporation Counsel

901 N. 9th Street, Suite 303

Milwaukee County, WI 53233

[INSERT ADDRESS]

[INSERT ADDRESS]

All notices that are sent in accordance with this section will be deemed received by the other party on the earliest of the following applicable time periods: (a) three (3) Business Days after being mailed in the aforesaid manner; (b) the date the return receipt is executed; or (c) on the date delivered as documented by the overnight courier service or the hand delivery receipt. Either party may designate a change of address by written notice to the other party. Notices may be given on behalf of a party by an agent or outside counsel.

- 2628. Severability.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 2729. Successors and Assigns.** The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.
- 2830. Quiet Possession.** Subject to Tenant's full and timely performance of all of Tenant's obligations under this Lease and subject to the terms of this Lease, Tenant shall have the quiet possession of the Premises throughout the Term as against any persons or entities lawfully claiming by, through or under Landlord.
- 2931. Security Measures.** Tenant may implement security measures for access to the Premises, including the use of magnetic access cards.
- 3032. Lighting.** Landlord shall be responsible for ensuring that common area interior and exterior lighting, including parking lot lighting, is adequate to maintain a safe well-lighted environment and consistent with the balance of the campus.
- 33. Force Majeure.** If Landlord is delayed, interrupted or prevented from performing any of its obligations under this Lease, including its obligations under the Construction Rider (if any), and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act,

labor dispute, unavailability of materials or any cause outside the reasonable control of Landlord, then the time for performance of the affected obligations of Landlord shall be extended for a period equivalent to the period of such delay, interruption or prevention, provided, if Substantial Completion is delayed, the commencement of payment of Rent due under the Lease shall be extended on the same basis.

- 3434. Attorney Fees.** In the event of any dispute between Landlord and Tenant in any way related to this Lease, and whether involving contract and/or tort claims, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type as determined by the arbitrators or court in which the dispute was resolved (collectively, "Fees"). The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any Fees incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment. The Fees shall be deemed an "actual pecuniary loss" within the meaning of Bankruptcy Code Section 365(b)(1)(B), and notwithstanding the foregoing, all Fees incurred by either party in any bankruptcy case filed by or against the other party, from and after the order for relief until this Lease is rejected or assumed in such bankruptcy case, will be "obligations of the debtor" as that phrase is used in Bankruptcy Code Section 365(d)(3).
- 3235. Rules and Regulations.** Tenant shall be bound by and shall comply with the rules and regulations attached to and made a part of this Lease as ~~Exhibit C~~ **EXHIBIT D** to the extent those rules and regulations are not in conflict with the terms of this Lease, as well as any reasonable rules and regulations hereafter adopted by Landlord, upon notice to Tenant thereof (collectively, the "Property Rules"). Landlord shall not be responsible to Tenant or to any other person for any violation of, or failure to observe, the Property Rules by any other person. Tenant may adopt the Property Rules as Tenant's own workplace rules and enforce them within the Project as workplace rules.
- 3336. Brokers.** Tenant warrants and represents to Landlord that in the negotiating or making of this Lease neither Tenant nor anyone acting on Tenant's behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease. Tenant shall be responsible for any claim or claims, including costs, expenses and attorney's fees incurred by Landlord asserted by any broker or finder for a fee or commission based upon any dealings with or statements made by Tenant or Tenant's Representatives. Landlord warrants that, to the extent it has used a broker, it shall be solely liable for any claim or claims, including costs, expenses and attorney's fees incurred by Tenant asserted by any broker or finder for a fee or commission based upon the Landlord's engagement of such broker or finder.
- 3437. Landlord's Liability.** In the event of any conveyance of title to the Buildings, then from and after the date of such conveyance, the transferor Landlord shall be relieved of all liability with respect to Landlord's obligations to be performed under this Lease after the date of such conveyance. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Buildings as the same may from time to time be encumbered, and no personal liability shall at any time be

asserted or enforceable against any other assets of Landlord or against Landlord's partners or members or its or their respective partners, shareholders, members, directors, officers or managers on account of any of Landlord's obligations or actions under this Lease.

3538. Consents and Approvals. Wherever the consent, approval, judgment or determination of Landlord or Tenant is required or permitted under this Lease, ~~Landlord~~each may exercise its good faith business judgment in granting or withholding such consent or approval or in making such judgment or determination; such determination shall be not unreasonably made, withheld or conditioned. Notwithstanding the foregoing, any provision of this Lease that explicitly provides for ~~Landlord's~~Landlord's or Tenant's exercise of its sole and/or absolute discretion in granting consent or approval or in the making of a judgment or determination, shall supersede this Section ~~29-138~~ and pursuant to such provisions, Landlord or Tenant may exercise its sole and absolute judgment in granting or withholding its consent or approval or in making such judgment or determination, without reference to any extrinsic standard of reasonableness.

The review and/or approval by Landlord or Tenant of any item or matter to be reviewed or approved by Landlord or Tenant under the terms of this Lease or any Exhibits or Addenda hereto shall not impose upon Landlord or Tenant any liability for the accuracy or sufficiency of any such item or matter or the quality or suitability of such item for its intended use. Any such review or approval is for the sole purpose of protecting Landlord's or Tenant's interest in the Premises, and no third parties, including Landlord, Tenant or the Representatives and Visitors of Landlord or Tenant or any person or entity claiming by, through or under Landlord or Tenant, shall have any rights as a consequence thereof.

3639. Entire Agreement. This Lease, including the Exhibits and any Addenda attached hereto, and the documents referred to herein, if any, constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral, all of which are merged herein. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Buildings, the Improvements or this Lease except as expressly set forth herein, and no rights, easements or licenses shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. The submission of this Lease for examination does not constitute an option for the Premises and this Lease shall become effective as a binding agreement only upon execution and delivery thereof by Landlord to Tenant.

3740. Amendments and Modification. This Lease may not be amended or modified except by a writing signed by Landlord and Tenant. Subject to Section ~~14-24~~ – Assignment and Subletting and Section ~~28-37~~ – Landlord's Liability, this Lease shall be binding on and shall inure to the benefit of the parties and their respective successors, assigns and legal representatives. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. This Lease shall be construed and interpreted in accordance with the laws (excluding conflict of laws principles) of the State in which the Buildings are located. The provisions of this Lease shall be construed in accordance

with the fair meaning of the language used and shall not be strictly construed against either party, even if such party drafted the provision in question. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. If more than one person or entity is identified as Tenant hereunder, the obligations of each and all of them under this Lease shall be joint and several. Time is of the essence with respect to this Lease, except as to the conditions relating to the delivery of possession of the Premises to Tenant. Landlord shall record a memorandum of lease in substantially in the form and substance reasonably acceptable to both parties attached hereto as EXHIBIT G.

3841. **Estoppel Certificates.** At any time and from time to time upon not less than twenty (20) days' prior request of Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the rent and other charges have been paid, and (c) that Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or Landlord's mortgagee may reasonably require. Any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest.

42. **Audit.** Landlord, its officers, directors, agents, partners and employees, shall 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, with or without notice, to audit, examine and make copies of any and all records of the Landlord, related to the terms and performance of this Lease for a period up to three years following the end date of the Lease. Any subcontractors or other parties performing work on this Lease will be bound by the same terms and responsibilities. All subcontracts or other agreements for work performed on this Lease will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The parties and any subcontractors understand and will 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.

43. **Ineligible Persons.** The Landlord hereby represents that neither it nor any contractors or subcontractors working on the Tenant Improvement, their direct or beneficial owners, officers, directors, members, employees or any entity in which the Landlord has a direct or beneficial ownership interest is either now, or ever has been, an Ineligible Person, which is defined as an individual or entity who: (a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (b) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. The Landlord shall notify Tenant within three (3) calendar days of receiving notice that it or any of the persons or entities identified above has become or will become an Ineligible Person, as defined above. In the event that Landlord becomes an Ineligible Person, this Lease shall terminate upon the date Landlord becomes an Ineligible Person, notwithstanding any other provision of this Agreement. In the event that any of the persons or entities identified above

becomes an Ineligible Person, Landlord agrees to remove and prevent any such person from performing services under this Lease, and to inform Tenant of the steps it has taken to do so. If the Tenant determines in its discretion that Landlord's continued relationship with any Ineligible Person materially impairs Landlord's ability to satisfy the requirements of this Lease, or impairs the Tenant's ability to bill for services that it provides, then Tenant may terminate this Lease immediately upon written notice to Landlord, notwithstanding any other provision of this Lease. The Landlord agrees to timely monitor all lists of Ineligible Persons during the term of this Lease. The Landlord shall not bill, and waives any payment for, any services rendered by a person or entity after it becomes an Ineligible Person and shall immediately return any funds for any such services that are paid by the Tenant.

3944. Compliance with Laws. Landlord and Tenant shall comply with all laws applicable to Building and Premises.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be signed as of the day and year first above written.

LANDLORD:
FORENSIC SCIENCE CENTER REAL ESTATE VENTURE, INC.

By: _____

Name: _____

Date: _____

TENANT:
MILWAUKEE COUNTY

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

|

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Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by: _____ Approved for execution: _____

By: _____ Date: _____ By: _____ Date: _____
Risk Management _____ 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 Map

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EXHIBIT A-1

Property and Building Legal Description

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EXHIBIT A-2

Premises Description and Blueprint

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Exhibit A-3

Parking Lot Plans

DRAFT

Exhibit

DRAFT

EXHIBIT A-4

Permitted Encumbrances

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~~Exhibit~~ **EXHIBIT B**

Construction Rider

1. **Landlord's Work.** Landlord shall, cause the completion of the design and construction of the work outlined in the description of Landlord's Work attached hereto as Exhibit ~~B~~-C in accordance with the "Final Plans and Specifications" to be prepared by Landlord's Architect.
2. **Final Plans and Specifications.** Within ~~[INSERT NUMBER]~~ days after the date of this Lease is executed, Landlord shall cause Landlord's Architect to prepare and submit for Tenant's review and approval plans and specifications for Landlord's Work. Tenant shall evidence its approval of the plans and specifications (including any revisions thereto) by signing and dating the same or shall give Landlord written notice of objection to such plans and specifications within ~~[INSERT NUMBER]~~ days of receipt of same (or the same shall be deemed approved). If Tenant delivers to Landlord written notice of objection to the plans and specifications, Landlord shall prepare revised plans and specifications and submit them to Tenant for review. Landlord's obligations under this section shall be at Landlord's sole cost and expense. References herein to the Final Plans and Specifications shall be deemed to refer to the last set of Landlord's plans and specifications (including any revisions thereto) approved by Tenant as provided herein and bearing Tenant's signature evidencing such approval.
3. **Construction Timetable.** Substantial Completion of the Landlord's Work shall be achieved on the Delivery Date, as extended by reason of (i) a Change Order, (ii) a Tenant Delay (hereinafter defined) or (iii) the occurrence of Force Majeure. In the event a Tenant Delay or Force Majeure occurs, the parties shall execute a Change Order to provide for (A) an extension of the Delivery Date by the number of days equal to such delay and (B) establishment of any increased cost incurred by Landlord as a result of such delay.

For purposes herein, "Substantial Completion" shall mean the stage in the progress of the Landlord's Work when only minor items of completion or correction remain to be performed and the Landlord's Work is sufficiently complete in accordance with the Final Plans and Specifications so the Tenant can occupy or utilize the Premises for its intended use without material interference from Landlord's on-going performance of those portions of the Landlord's Work which remain to be completed. For purposes herein, "Substantial Completion Date" shall mean the date on which all of the following conditions have been satisfied: (i) the Landlord's Architect has certified that the Landlord's Work has been substantially completed within the definition of "Substantial Completion" set forth above; (ii) a certificate of occupancy for the Improvements has been delivered (provided, however, that no certificate of occupancy shall be required of Landlord to establish Substantial Completion if and to the extent such a certificate cannot be obtained because of a Tenant Delay or because any Tenant Work fails to comply with any applicable governmental codes, regulations, rules, ordinances or laws); and (iii) the Landlord's Architect delivers to Tenant a list of "Punch List Items" (as hereinafter defined).

On or before the Substantial Completion Date, Landlord's Architect shall deliver to Tenant for Tenant's review and approval a listing of the Punch List Items that Landlord's Architect believes Landlord is obligated to complete. Tenant shall advise Landlord and the Landlord's Architect within 10 days after receipt of the Landlord's Architect's list of Punch List Items of any

additional Punch List Items which Tenant believes Landlord is obligated to complete. 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 Tenant's use or enjoyment of the Premises in accordance with the provisions of this Lease, and may also include landscaping and other items which do not materially affect Tenant's use of the Premises but which cannot be immediately completed because of weather.

4. **Changes in the Landlord's Work.** Notwithstanding anything to the contrary herein, Landlord shall have authority to make changes in the design and construction of Landlord's Work, if and to the extent such changes become necessary in the ordinary course of on-site coordination of construction or to achieve the overall intent of scope of work described in the Final Plans and Specifications in light of existing conditions discovered in the course of construction.

Tenant may request changes in the Landlord's Work; the Delivery Date being adjusted accordingly and the increase in cost thereof, if any, borne by Tenant. Any such change agreed to by Landlord shall be set forth in a Change Order. Tenant acknowledges that it is contemplated that the Final Plans and Specifications will provide for completion of the Project to a point that will allow Landlord to obtain an occupancy certificate for the Premises without regard to any Tenant Work and no Change Order by Tenant shall be allowed to reduce the scope of the Landlord's Work to a point that would preclude Landlord from obtaining a certificate of occupancy for the Premises upon completion of the Landlord's Work without regard to any Tenant Work.

A "Change Order" is a written order to Landlord signed and approved by both parties issued after approval of the Final Plans and Specifications, authorizing a change in the Landlord's Work or an adjustment in the Delivery Date. The Change Order shall also set forth the net increase or decrease in cost, if any, attributable to such Change Order. A Change Order signed by Landlord with Tenant indicates Landlord's agreement to change the Landlord's Work as described in the Change Order and Tenant's agreement to pay to Landlord the agreed upon increase (via check or increase in Base Rent, as provided below) or the Landlord's agreement to pay to Tenant the agreed upon decrease (via check or reduction in Base Rent, as provided below), if any.

Any change in the cost of the Landlord's Work, or any portion thereof, resulting from a Change Order requested by Tenant shall be determined by taking into account the increase or decrease in (i) the engineered cost for labor and materials of all contractors and subcontractors affected by the Change Order, (ii) such contractors' and subcontractors' reasonable and customary general overhead and profit as a result of the Change Order, and (iii) an amount equal to [2%] of such increase or decrease as the parties agreed upon adjustment in Landlord's construction management overhead costs.

Within 30 days after the Commencement Date, Landlord shall provide to Tenant a written summary of all Change Orders and confirming whether the net aggregate effect of all Change Orders results in a net amount due from Tenant to Landlord or a net reduction in the cost of completing the Landlord's Work. If the Landlord's summary indicates that the aggregate of all Change Orders is a net reduction in the cost of the Landlord's Work, Landlord shall either submit with such summary a check made payable to Tenant in the amount of the aggregate net reduction in cost or execute and deliver to Tenant an amendment to this Lease, reducing the annual Base Rent due under the Lease by an amount equal to the product of (a) the aggregate net decrease in

costs of completing the Landlord's Work multiplied by (b) __%. If Landlord timely elects to so amend the Lease, Tenant shall execute an appropriate amendment to the Lease and the parties shall make an appropriate adjustment with respect to any Base Rent paid under the Lease between the Commencement Date and the effective date of such amendment. If the Landlord's summary indicates that the Change Orders resulted in an aggregate net increase in the cost of completing the Landlord's Work, Tenant shall, within 30 days after receipt of Landlord's summary, either pay such net increase to Landlord or execute and deliver to Landlord an amendment to the Lease increasing the annual Base Rent due under the Lease by an amount equal to the product of (a) the aggregate net increase in the cost of completing the Landlord's Work multiplied by (b) __%. Upon receipt of an amendment to the Lease as contemplated above, Landlord shall execute the same.

5. **Tenant's Work.** With the exception of Landlord's Work, Tenant shall, at Tenant's expense, perform all work and supply all installations for the completion of the Premises ("Tenant's Work") and shall fully equip the Premises with all trade fixtures, furniture, furnishings, special equipment and other items necessary for the completion of the Premises and the proper and efficient operation of Tenant's business. All materials, fixtures and furnishings installed by Tenant shall be of first-class quality, new and fully paid for by Tenant, and shall conform to the general design and character of the Project. Tenant shall not undertake any of Tenant's Work or fixture, furnish or decorate the Premises without Landlord's prior written consent to plans and specifications therefor, a complete set of which shall be submitted to Landlord for review and initialing. Thereafter, no changes shall be made in Tenant's plans and specifications without the written consent of Landlord. Upon Substantial Completion of Landlord's Work, Tenant shall diligently complete its construction in a good and workmanlike manner as provided in accordance with all applicable federal, state and municipal regulations. Tenant shall do nothing to create any work stoppage, picketing or other labor disruption. Landlord reserves the right to approve Tenant's general contractor and subcontractors, and such approval shall not constitute a waiver of Tenant's obligations hereunder. ~~[Add language regarding liens if not covered in a separate provision in the lease].~~
6. **Alterations.** Tenant shall not make any alterations, changes and improvements ("Alterations") to the Premises without the consent of Landlord, which consent may ~~not be unreasonably~~ withheld, conditioned or delayed ~~in Landlord's sole discretion~~. Any Alterations, except movable furniture, furnishings, decorations and trade fixtures, shall at once become a part of the Premises and belong to Landlord ~~unless and until such time as Tenant exercises a Tenant Option under Lease Section 22~~. Landlord's consent to any Alterations shall be contingent upon Tenant agreeing to the following minimum conditions:
- (a) Tenant shall pay or cause to be paid the entire cost of the Alterations, whether directly or, if Tenant shall elect to have Landlord fund the cost of the Alterations, as additional rent;
 - (b) Plans and specifications for all alterations shall be submitted to Landlord for prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be deemed granted if Landlord fails to respond to a request for approval within 15 days following its submission by Tenant;

- (c) Tenant shall take all necessary steps to prevent the imposition of liens against the Premises as a result of the Alterations ~~[Add additional language regarding liens if not covered in a separate provision in the lease];~~
- (d) Tenant shall agree to hold Landlord harmless from all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) resulting from any Alterations;
- (e) Tenant shall obtain and pay for all necessary permits and shall comply with all applicable governmental requirements and insurance rating bureau recommendations (Landlord agreeing to join in such permits as a required by law at no expense to Landlord); and
- ~~(f) Tenant shall carry (or shall cause its contractor to carry) builder's risk insurance covering all Alterations, in form and amounts reasonably satisfactory to Landlord, naming Landlord and any other party in interest as an additional insured.~~

Exhibit B-1

PLANS AND SPECIFICATIONS LIST

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EXHIBIT C

7. **TBE Contractor Requirements.** Landlord shall use best efforts to reach a goal of 20% TBE participation in any part of Landlord's Work.

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EXHIBIT C
Plans and Specifications List
For Landlord Work and Tenant Work

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EXHIBIT D

Property Rules

DRAFT

Exhibit D

Broom Clean Condition and Repair Requirements

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EXHIBIT E
Excluded Systems and Equipment

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EXHIBIT F

Lease Supplement

LEASE SUPPLEMENT

This Lease Supplement (the “Supplement”), dated as of _____, 20____, is made by and between the Forensic Science Center Real Estate Venture, Inc. (the “Landlord”) and Milwaukee County (“Tenant”) to confirm and acknowledge the following:

Lease Commencement Date:

Rent Commencement Date:

Rentable Square Footage:

Overall Square Footage:

Tenant’s Pro Rata Share:

Annual Base Rent:

Annual Additional TI Rent:

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Supplement to be signed as of the day and year first above written.

LANDLORD:

FORENSIC SCIENCE CENTER REAL ESTATE VENTURE, INC.

By: _____

Name: _____

Date: _____

TENANT:

MILWAUKEE COUNTY

By: _____

Name: _____

Date: _____

EXHIBIT G

Memorandum of Lease

CENTER FOR FORENSIC SCIENCE & PROTECTIVE MEDICINE

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum"), dated as of the day of , 20 , is made by and between the FORENSIC SCIENCE CENTER REAL ESTATE VENTURE, INC. (the "Landlord") and MILWAUKEE COUNTY ("Tenant").

WHEREAS, Landlord is the owner of certain real property and building described in Exhibit A-1 attached hereto (the "Property and Building"); and

WHEREAS, Tenant is the leaseholder of certain portions of the property and building as further described in Exhibit A-2 attached hereto (the "Premises"); and

WHEREAS, Landlord and Tenant have entered into a Lease Agreement dated as of even date herewith (the "Lease") with respect to a leasehold interest in the Premises; and

WHEREAS, the parties hereto desire to provide notice to third parties of said Lease by recording this Memorandum in the land records of the county in which the Premises is located.

NOW THEREFORE, the parties agree as follows:

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions of this Lease, the Premises.
2. The initial term of the Lease (the "Initial Term") shall be 30 years, commencing on the Lease Commencement Date (as herein defined—Tenant's occupancy of the Premises or 12 months after Tenant's possession of the Grey Shell to commence Tenant Improvement Work, whichever occurs first). The Initial Term and any exercised Renewal Term (defined below) shall be collectively known as the "Term."
3. Tenant shall have the right to renew this Lease for two renewal terms of five years each, following the expiration of the Initial Term. To exercise such renewal options, Tenant shall notify Landlord of Tenant's election to renew in writing at least twelve months prior to the date on which the Initial Term, or first Renewal Term's, expiration. Each Renewal Term shall be on the same terms, conditions, and provisions set forth in the Lease.
4. The use of the Premises by Tenant shall be in accordance with the terms as set forth in the Lease.
5. Tenant shall not voluntarily assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without Landlord's prior written consent, which shall not be unreasonably withheld.

6. The covenants, conditions, and agreements contained in the Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed and delivered by their duly authorized representatives as of the date first above written.

LANDLORD:

FORENSIC SCIENCE CENTER REAL ESTATE VENTURE, INC.

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 20____ by _____
in his/her capacity as the _____ of Forensic Science Center Real Estate
Venture, Inc.

(name of Notary)

Notary Public, State of Wisconsin

My Commission expires:

TENANT:

MILWAUKEE COUNTY

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 20____ by _____
in his/her capacity as the _____ of Milwaukee County.

(name of Notary)

Notary Public, State of Wisconsin

My Commission expires: _____

Notary Public, State of V
My Commission expires

SCHEDULE 1
Capital Reserve¹

90000

SF

Year	Rate/SF	Annual Contribution
1	\$0.50	\$45,000.00
2	\$0.51	\$46,125.00
3	\$0.53	\$47,278.13
4	\$0.54	\$48,460.08
5	\$0.55	\$49,671.58
6	\$0.57	\$50,913.37
7	\$0.58	\$52,186.20
8	\$0.59	\$53,490.86
9	\$0.61	\$54,828.13
10	\$0.62	\$56,198.83
11	\$0.64	\$57,603.80
12	\$0.66	\$59,043.90
13	\$0.67	\$60,520.00
14	\$0.69	\$62,033.00
15	\$1.50	\$135,000.00
16	\$1.54	\$138,375.00
17	\$1.58	\$141,834.38
18	\$1.62	\$145,380.23
19	\$1.66	\$149,014.74
20	\$1.70	\$152,740.11
21	\$1.74	\$156,558.61
22	\$1.78	\$160,472.58
23	\$1.83	\$164,484.39
24	\$1.87	\$168,596.50
25	\$1.92	\$172,811.41
26	\$1.97	\$177,131.70
27	\$2.02	\$181,559.99
28	\$2.07	\$186,098.99
29	\$2.12	\$190,751.47
30	\$2.17	\$195,520.25
Aggregate Contribution		\$3,359,683.23

¹ Illustrative Purposes Only until final SF is determined.

Exhibit B

Construction Rider

1. **Landlord's Work.** Landlord shall, cause the completion of the design and construction of the work outlined in the description of Landlord's Work attached hereto as Exhibit B-1 in accordance with the "Final Plans and Specifications" to be prepared by Landlord's Architect.

FINAL PLANS/SPECIFICATIONS WILL NOT BE COMPLETE PRIOR TO AGREEMENT.

2. **Final Plans and Specifications.** Within [INSERT NUMBER] days after the date of this Lease is executed, Landlord shall cause Landlord's Architect to prepare and submit for Tenant's review and approval plans and specifications for Landlord's Work. Tenant shall evidence its approval of the plans and specifications (including any revisions thereto) by signing and dating the same or shall give Landlord written notice of objection to such plans and specifications within [INSERT NUMBER] days of receipt of same (or the same shall be deemed approved). If Tenant delivers to Landlord written notice of objection to the plans and specifications, Landlord shall prepare revised plans and specifications and submit them to Tenant for review. Landlord's obligations under this section shall be at Landlord's sole cost and expense. References herein to the Final Plans and Specifications shall be deemed to refer to the last set of Landlord's plans and specifications (including any revisions thereto) approved by Tenant as provided herein and bearing Tenant's signature evidencing such approval.

LANDLORD'S DOCUMENT COMPLETION WILL BE CONTINGENT ON FINAL TENANT DOCUMENTS. LET'S GET A PROJECT SCHEDULE FROM BOTH COUNTY AND LANDLORD PRIOR TO AGREEMENT.

3. **Construction Timetable.** Substantial Completion of the Landlord's Work shall be achieved on the Delivery Date, as extended by reason of (i) a Change Order, (ii) a Tenant Delay (hereinafter defined) or (iii) the occurrence of Force Majeure. In the event a Tenant Delay or Force Majeure occurs, the parties shall execute a Change Order to provide for (A) an extension of the Delivery Date by the number of days equal to such delay and (B) establishment of any increased cost incurred by Landlord as a result of such delay.

CHANGE ORDER WITH BACK-UP INFORMATION (FULL TRANSPARENCY) IS A STANDARD TO RECORD CHANGE. INCREASED COST MAY ALSO BE EXPERIENCED BY COUNTY DUE TO LANDLORD DELAYS.

ANTICIPATE THAT TENANT BUILDOUT WILL START PRIOR TO BUILDING COMPLETION. BUILDING WILL NOT BE "SUBSTANTIALLY COMPLETE".

For purposes herein, "Substantial Completion" shall mean the stage in the progress of the Landlord's Work when only minor items of completion or correction remain to be performed and the Landlord's Work is sufficiently complete in accordance with the Final Plans and Specifications so the Tenant can occupy or utilize the Premises for its intended use without material interference from Landlord's on-going performance of those portions of the Landlord's Work which remain to be completed. For purposes herein, "Substantial Completion Date" shall mean the date on which all of the following conditions have been satisfied: (i) the Landlord's Architect has certified that the Landlord's Work has been substantially completed within the definition of "Substantial Completion" set forth above; (ii) a certificate of occupancy for the Improvements has been delivered (provided, however, that no certificate of occupancy shall be required of Landlord to establish Substantial Completion if and to the extent such a certificate cannot be obtained because of a Tenant Delay or because any Tenant Work fails to comply with any applicable governmental codes, regulations, rules, ordinances or laws); and (iii) the Landlord's Architect delivers to Tenant a list of "Punch List Items" (as hereinafter defined).

On or before the Substantial Completion Date, Landlord's Architect shall deliver to Tenant for Tenant's review and approval a listing of the Punch List Items that Landlord's Architect believes Landlord is obligated to complete. Tenant shall advise Landlord and the Landlord's Architect within 10 days after receipt of the Landlord's Architect's list of Punch List Items of any

THE COUNTY SHOULD NOT BE RESPONSIBLE FOR PERFORMING A PUNCHLIST INSPECTION ON THE ENTIRE BUILDING. FURTHERMORE, JUST BECAUSE A CONTRACTED ITEM DOES NOT APPEAR ON A PUNCHLIST DOES NOT RELIEVE PARTIES FROM FULFILLING THEIR CONTRACTUAL OBLIGATIONS. THE COUNTY SHOULD BE ALLOWED TO MAKE ADDITIONS TO THE CORE/SHELL/SITE PUNCHLIST.

BECAUSE OF THE CRITICAL NATURE OF THE SERVICES PROVIDED BY ME AND OEM, THE TERMS "MINOR IN CHARACTER" AND "ADJUSTMENTS" NEED TO BE DEFINED. ISSUES COULD PREVENT OPERATIONS. LANDLORD MUST ALSO BE AWARE OF THE LIMITED ACCESS INTO ME AND OEM SPACES AS THESE SPACES BECOME ENCLOSED.

additional Punch List Items which Tenant believes Landlord is obligated to complete. 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 Tenant's use or enjoyment of the Premises in accordance with the provisions of this Lease, and may also include landscaping and other items which do not materially affect Tenant's use of the Premises but which cannot be immediately completed because of weather.

4. **Changes in the Landlord's Work.** Notwithstanding anything to the contrary herein, Landlord shall have authority to make changes in the design and construction of Landlord's Work, if and to the extent such changes become necessary in the ordinary course of on-site coordination of construction or to achieve the overall intent of scope of work described in the Final Plans and Specifications in light of existing conditions discovered in the course of construction.

CHANGES SHOULD BE REVIEWED WITH COUNTY TO CONFIRM THERE IS NOT A NEGATIVE IMPACT ON ME & OEM OPERATIONS.

Tenant may request changes in the Landlord's Work; the Delivery Date being adjusted accordingly and the increase in cost thereof, if any, borne by Tenant. Any such change agreed to by Landlord shall be set forth in a Change Order. Tenant acknowledges that it is contemplated that the Final Plans and Specifications will provide for completion of the Project to a point that will allow Landlord to obtain an occupancy certificate for the Premises without regard to any Tenant Work and no Change Order by Tenant shall be allowed to reduce the scope of the Landlord's Work to a point that would preclude Landlord from obtaining a certificate of occupancy for the Premises upon completion of the Landlord's Work without regard to any Tenant Work.

COUNTY DOES NOT HAVE CONTROL OVER THE LANDLORD'S ARCHITECT OR CONTRACTOR TO GUARANTEE OCCUPANCY PERMIT

A "Change Order" is a written order to Landlord signed and approved by both parties issued after approval of the Final Plans and Specifications, authorizing a change in the Landlord's Work or an adjustment in the Delivery Date. The Change Order shall also set forth the net increase or decrease in cost, if any, attributable to such Change Order. A Change Order signed by Landlord with Tenant indicates Landlord's agreement to change the Landlord's Work as described in the Change Order and Tenant's agreement to pay to Landlord the agreed upon increase (via check or increase in Base Rent, as provided below) or the Landlord's agreement to pay to Tenant the agreed upon decrease (via check or reduction in Base Rent, as provided below), if any.

Any change in the cost of the Landlord's Work, or any portion thereof, resulting from a Change Order requested by Tenant shall be determined by taking into account the increase or decrease in (i) the engineered cost for labor and materials of all contractors and subcontractors affected by the Change Order, (ii) such contractors' and subcontractors' reasonable and customary general overhead and profit as a result of the Change Order, and (iii) an amount equal to [2%] of such increase or decrease as the parties agreed upon adjustment in Landlord's construction management overhead costs.

CHANGES IN COST/SCHEDULE MUST HAVE BACK-UP AND TRANSPARENCY FOR COUNTY REVIEW.

Within 30 days after the Commencement Date, Landlord shall provide to Tenant a written summary of all Change Orders and confirming whether the net aggregate effect of all Change Orders results in a net amount due from Tenant to Landlord or a net reduction in the cost of completing the Landlord's Work. If the Landlord's summary indicates that the aggregate of all Change Orders is a net reduction in the cost of the Landlord's Work, Landlord shall either submit with such summary a check made payable to Tenant in the amount of the aggregate net reduction in cost or execute and deliver to Tenant an amendment to this Lease, reducing the annual Base Rent due under the Lease by an amount equal to the product of (a) the aggregate net decrease in

PROJECT DURATION WILL BE OVER THIRTY DAYS. CHANGE ORDERS WILL LIKELY OCCUR THROUGHOUT THE PROJECT.

costs of completing the Landlord's Work multiplied by (b) __%. If Landlord timely elects to so amend the Lease, Tenant shall execute an appropriate amendment to the Lease and the parties shall make an appropriate adjustment with respect to any Base Rent paid under the Lease between the Commencement Date and the effective date of such amendment. If the Landlord's summary indicates that the Change Orders resulted in an aggregate net increase in the cost of completing the Landlord's Work, Tenant shall, within 30 days after receipt of Landlord's summary, either pay such net increase to Landlord or execute and deliver to Landlord an amendment to the Lease increasing the annual Base Rent due under the Lease by an amount equal to the product of (a) the aggregate net increase in the cost of completing the Landlord's Work multiplied by (b) __%. Upon receipt of an amendment to the Lease as contemplated above, Landlord shall execute the same.

5. **Tenant's Work.** With the exception of Landlord's Work, Tenant shall, at Tenant's expense, perform all work and supply all installations for the completion of the Premises ("Tenant's Work") and shall fully equip the Premises with all trade fixtures, furniture, furnishings, special equipment and other items necessary for the completion of the Premises and the proper and efficient operation of Tenant's business. All materials, fixtures and furnishings installed by Tenant shall be of first class quality, new and fully paid for by Tenant, and shall conform to the general design and character of the Project. Tenant shall not undertake any of Tenant's Work or fixture, furnish or decorate the Premises without Landlord's prior written consent to plans and specifications therefor, a complete set of which shall be submitted to Landlord for review and initialing. Thereafter, no changes shall be made in Tenant's plans and specifications without the written consent of Landlord. Upon Substantial Completion of Landlord's Work, Tenant shall diligently complete its construction in a good and workmanlike manner as provided in accordance with all applicable federal, state and municipal regulations. Tenant shall do nothing to create any work stoppage, picketing or other labor disruption. Landlord reserves the right to approve Tenant's general contractor and subcontractors, and such approval shall not constitute a waiver of Tenant's obligations hereunder. [Add language regarding liens if not covered in a separate provision in the lease].

REVIEWER SHALL RESPOND IN WRITING. BECAUSE OF THE COMPLEXITY OF ME & OEM OPERATIONS, REVIEW SHOULD OCCUR AT EACH PHASE WITH A FIVE DAY TURNAROUND. IS REVIEWER QUALIFIED?

IS THIS A UNION SITE?

LANDLORD SHOULD PROVIDE LIST OF UNDESIRABLE CONTRACTOR AND REASON FOR REJECTION.

6. **Alterations.** Tenant shall not make any alterations, changes and improvements ("Alterations") to the Premises without the consent of Landlord, which consent may withheld, conditioned or delayed in Landlord's sole discretion. Any Alterations, except movable furniture, furnishings, decorations and trade fixtures, shall at once become a part of the Premises and belong to Landlord. Landlord's consent to any Alterations shall be contingent upon Tenant agreeing to the following minimum conditions:

REVIEW MUST BE IN WRITING. CONFIRM REVIEWER UNDERSTANDS CFSPM PROGRAM AND OPERATIONS BEFORE PERFORMING REVIEWS. PERFORM REVIEW ON EACH PHASE.

FOLLOW THIS SENTENCE WITH, "INCLUDING BUT NOT LIMITED TO..."

- (a) Tenant shall pay or cause to be paid the entire cost of the Alterations, whether directly or, if Tenant shall elect to have Landlord fund the cost of the Alterations, as additional rent;
- (b) Plans and specifications for all alterations shall be submitted to Landlord for prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be deemed granted if Landlord fails to respond to a request for approval within 15 days following its submission by Tenant;
- (c) Tenant shall take all necessary steps to prevent the imposition of liens against the Premises as a result of the Alterations [Add additional language regarding liens if not covered in a separate provision in the lease];

FIVE DAYS. GET REVIEWER INVOLVED IN EARLY PHASES OF THE PROJECT. THEY COULD FURNISH INPUT TO THE SITE/CORE/SHELL DESIGN TEAM.

- (d) Tenant shall agree to hold Landlord harmless from all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) resulting from any Alterations;
- (e) Tenant shall obtain and pay for all necessary permits and shall comply with all applicable governmental requirements and insurance rating bureau recommendations (Landlord agreeing to join in such permits as a required by law at no expense to Landlord); and
- (f) Tenant shall carry (or shall cause its contractor to carry) builder's risk insurance covering all Alterations, in form and amounts reasonably satisfactory to Landlord, naming Landlord and any other party in interest as an additional insured.

g) ONCE CONSTRUCTION OF AN ALTERATION COMMENCES, LANDLORD SHALL NOT CAUSE DELAY OF ALTERATION COMPLETION. LANDLORD SHALL PAY TENANT'S ADDITIONAL COSTS FROM DELAYS CAUSED BY THE LANDLORD.