

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
INNOVATION CAMPUS**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is made as of the [REDACTED] day of [REDACTED], 2020 (“Effective Date”), by and between Milwaukee County (the "County"), UWM Innovation Park, LLC, a Wisconsin limited liability company (“UIP), the UWM Real Estate Foundation, Inc., a Wisconsin non-stock corporation (the “Foundation”) (UIP and the Foundation, together, “UWM”), and Innovation Park Development Partners, LLC, a Wisconsin limited liability company (“Developer). The County, UWM, the Developer, and the other Third Party Owners (as hereinafter defined) are occasionally referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the County and UWM entered into that certain Development Agreement dated February 15, 2011, and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2011, as Document No. 09971662 (as amended from time to time, the "Original Development Agreement"), wherein the parties set forth certain terms and conditions under which the real property described on Exhibit A attached hereto (referred to herein alternatively as the “Property” and "Innovation Park") may be developed.

WHEREAS, the Developer has acquired from UWM 25.372 acres of land in Innovation Park (“Developer Parcel”), as described in Exhibit B attached hereto, which Developer Parcel comprises the majority of the remaining land available for development in Innovation Park.

WHEREAS, UWM has retained ownership of certain other portions of the Property, including Lot 2 of Certified Survey Map 8692, Lots 2 and 3 of Certified Survey Map 8401, and Outlot 1 of Certified Survey Map 8330 (collectively, the “UWM Parcels”).

WHEREAS, other third parties have retained ownership of other portions of the Property (“Third Party Parcels”).

WHEREAS, the Parties desire to enter into this Agreement whereby the Developer will take over for UWM, effective as of the Effective Date, as the primary developer of Innovation Park, pursuant to the terms and conditions of this Agreement setting forth certain terms and conditions governing Innovation Park and establishing certain additional covenants and restrictions for the benefit of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows. This Agreement replaces and supplants the Original Development Agreement in its entirety, which Original Development Agreement shall hereafter be null and void and of no further force or effect, except that (a) any rights, obligations, or liabilities of the County, UWM, or any other person or entity under the Original Development Agreement accruing prior to the Effective Date of this Agreement (including but not limited to any rights, obligations, or liabilities related to the use of the Property prior to the Effective Date or to any Hazardous Materials in, on, under, or around the Property prior to the Effective Date) shall remain in full force and effect and shall continue to accrue to the party possessing such rights, liabilities, or obligations prior to the Effective Date, and the County shall indemnify, defend, and hold the Developer harmless from and against any and all claims, losses, liabilities, costs, expenses, or damages incurred by the Developer related to same, including but not limited to Environmental Damages (as hereinafter defined), and (b) the Developer shall not have any obligations under this Agreement with regard to the UWM Parcels or the Third Party Parcels (which obligations shall remain with the owner(s) of the UWM Parcels and the Third Party Parcels, respectively) unless and until the Developer

acquires such Parcels, nor shall Developer have any obligations under this Agreement with regard to portions of the Property initially acquired by Developer and subsequently sold or otherwise transferred to a third party, which rights and obligations shall thereafter accrue to such third party.

AGREEMENT

1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms used herein shall have the following meanings:

(a) "Building" or "Buildings" means the commercial buildings (including but not limited to medical office, research, R&D, retail, commercial office, hotel, and educational uses) to be constructed on the Property in conformity with plans and specifications approved by the City of Wauwatosa. It is expected that there will be approximately thirty (30) months between development of individual Buildings on the Developer Parcel; provided, however, that numerous factors may impact such development timeline, including but not limited to completion of necessary due diligence investigations, unfavorable economic and market conditions, unfavorable construction pricing, and the availability of project financing and government incentives (collectively, "Unfavorable Market Conditions"), and the Developer shall determine, in the Developer's sole discretion, whether or not Unfavorable Market Conditions exist such that a deviation from such timeline is necessary or desirable.

(b) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), fees and expenses of defense of any claim and of any settlement or judgment, including without limitation attorneys' fees and consultants' fees, any of which are incurred as a result of the existence of Hazardous Material upon, about, or beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, including without limitation: (i) damages for personal injury, or injury to property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, interest and penalties, including, but not limited to, claims brought on behalf of employees of the Developer or the County; (ii) diminution in the value of the Property, and damages for the loss of or restriction on the use of or adverse impact on the marketing of saleable, rentable or usable space or of any amenity of the Property; (iii) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other fees incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or otherwise expended in connection with such conditions; (iv) liability to any third person or governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this subparagraph.

(c) "Environmental Requirements" means all applicable past, present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to, best management practices, reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Material (as

defined herein) and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(d) "Hazardous Material" means any substance located on the Property: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (v) which contains polychlorinated biphenols (PCBs), asbestos or urea formaldehyde foam insulation.

(e) "Permitted Use(s)" means any use permitted under Wauwatosa general office zoning or as otherwise approved by the City of Wauwatosa, provided that any development on the Property shall be of the same or better quality as the average quality of the buildings in the Milwaukee County Research Park. The Innovation Campus Owners Association, Inc., a Wisconsin nonstock corporation (the "Association"), or its successor or assigns, through its Board of Directors, shall have the power and responsibility to determine whether a proposed use constitutes a Permitted Use. Such determination shall be made promptly by the Association upon request of a proposed occupant and shall be binding upon all Parties.

(f) "Project" means the Buildings, roads, driveways, parking areas, signs, walkways, loading areas, fences and walls, sewer, electrical, gas, water and other utility distribution systems, landscaping, drainage and other improvements to be initially constructed on the Property in conformity with the Permitted Uses and the approved plans and specifications. The "Developer Project" shall mean the development by the Developer of the portions of the Project constructed on the Developer Parcel or any other portion of the Property acquired by the Developer after the Effective Date of this Agreement. The "Third Party Projects" shall mean the development of the portions of the Project located on the UWM Parcels or the Third Party Parcels by UWM and/or the other owners thereof (UWM and such other owners of the Third Party Parcels, collectively, the "Third Party Owners").

2. Development of the Project.

2.1 Construction by the Developer. The Developer shall, at its own cost and expense, cause the construction of the Developer Project in a good and workmanlike manner and in compliance with all then applicable building codes and ordinances. The Third Party Owners shall likewise, each at its own cost and expense, cause the construction of the Third Party Projects in a good and workmanlike manner and in compliance with all then applicable building codes and ordinances. Construction of the Project on the Property shall be completed substantially in conformity with the plans, specifications, landscape plan, signage plan, drainage plan, parking plan, and other plans and specifications as submitted by the Developer or such Third Party Owner (as applicable) and as approved by City of Wauwatosa (the "Approved Plans"), and shall at all times be consistent with the Permitted Uses as defined herein.

In connection with the development of the Developer Parcel, the UWM Parcels, and the Third Party Parcels, the Developer or the Third Party Owners (each with regard to their respective

Parcels and Projects only) shall (i) make formal submittals to the City of Wauwatosa for all approvals necessary for the development of their Projects on their respective portions of the Property, including but not limited to, rezoning of the portion of the Property in question, if necessary, to a zoning classification satisfactory to Developer or such Third Party Owner, as applicable; (ii) obtain the valid and irrevocable grant, on terms and conditions satisfactory to Developer or such Third Party Owner, of all permits, licenses, variances, and approvals that are necessary to permit the Developer or such Third Party Owner to develop the portion of the Property in question as contemplated, including, without limitation, site development plan, buildings, occupancy, signs, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping, utility service, storm water detention, environmental controls, and the establishment of a tax incremental financing district; and (iii) plat or replat the portion of the Property in question in a manner satisfactory to Developer or such Third Party Owner, as applicable.

2.2 Habitat Protection Area (Outlot 1). The portion of the Property commonly known as Tax Parcel Number 3739999010, comprised of approximately 10.99 acres (the "Habitat Protection Area"), shall be dedicated to the Association on or before the Effective Date, and shall be protected in perpetuity by the Developer (through Developer's control of the Association, so long as Developer controls the Association), its successors and assigns, including but not limited to the Association, in compliance with County Board Resolution 09-14(a)(n) and the Habitat Restoration Landscape Plan for the Milwaukee County Grounds-Northeast Quadrant dated December 11, 2009, attached to the Original Development Agreement (together the "Habitat Protection Plan"). Any use of the Habitat Protection Area by Developer or its successors and assigns, or by any Third Party Owner, that is inconsistent with the provisions of the Habitat Protection Plan shall be deemed a breach of this Agreement by such Party. The Developer and the Third Party Owners shall, to the extent reasonably possible, preserve and protect the Project as an environmentally sustainable development by utilizing engineering, design, and performance standards consistent with responsible land use development (each with regard to their respective Parcels and Projects only)

2.3 Condition of Property; Construction of Infrastructure. Subject to the indemnification set forth in the last paragraph of the Recitals to this Agreement, which Recitals are fully incorporated into and made a part of this Agreement, the Developer acknowledges that it is taking possession of the Developer Parcel "AS-IS" (as to physical condition). The County shall not be responsible for performing any grading or compaction work with respect to the Property. The Developer is solely responsible for and must make adequate allowance for all excavation and disposal costs necessary for the Developer Project, and the Third Party Owners are solely responsible for and must make adequate allowance for all excavation and disposal costs necessary for the Third Party Projects. The Developer (with regard to the Developer Project) and the Third Party Owners (with regard to the Third Party Projects) shall be solely responsible for all property development costs, including, but not limited to, the installation of all utilities and communication services to the Property, internal roadways, extension of water and sewer laterals to the Property and the replacement of sidewalks and curb cuts. Subject in all instances to the indemnification set forth in the last paragraph of the Recitals to this Agreement, Developer and the Third Party Owners hereby release and disclaim any claim, damage, loss, injury or obligation whatsoever of the County in any way relating to, arising out of, the physical condition of the Property, any matters described in this Section 2.3, and/or any material, substance, or contaminant located in, under, upon, migrating to or from the Property, regardless of the source, such disclaimer and release shall include any action at law or in equity, whether arising out of contract or tort law.

2.4 General Requirements. The Developer (with regard to the Developer Project) and the Third Party Owners (with regard to the Third Party Projects) agree that during construction,

each shall use reasonable efforts to (a) cause its contractors to remove all waste products and rubbish from the Property and the infrastructure areas related to their work in a manner and time consistent with industry standards, and if any such waste products and rubbish are left on site, it shall be responsible for removing the same; (b) keep the Property and areas of access thereto in a neat and presentable state; (c) with respect to the Parks Division Building which is part of the National Historic Registry and within the Milwaukee County School of Agriculture and Domestic Economy Historic District, comply fully with all local, state, and federal rules and regulations; (d) with respect to any earth moving activities on the portion of the Property located north of the Eschweiler Buildings, consult with the Burial Sites Preservation Office; and (e) use reasonable efforts to ensure that the Project shall, at all times, be constructed, kept and maintained in a first-class condition, repair and appearance similar to that maintained in the Milwaukee County Research Park.

2.5 Labor Standards. The construction of the foundation, structural elements, parking lots, and base core and shell of the Buildings of the Project (the “Base Buildings”) shall be subject to the following labor standards: (a) overtime at prevailing overtime rates for work on Saturday, Sunday and legal holidays and for more than 40 hours per week or 8 hours in any calendar day, and (b) minimum hourly base wage rates and minimum hourly fringe benefits as then filed in the Office of Milwaukee County Clerk and Director of Public Works by Milwaukee Building and Construction Trades Council (“AFL-CIO”) covering wages, hours and conditions of employment in applicable labor contracts in the construction industry. These labor standards shall be included in each contract and subcontract in connection with development of the Base Buildings of the Project. The Developer (with regard to the Developer Project) and the Third Party Owners (with regard to the Third Party Projects) shall maintain records of compliance and require each contractor and subcontractor to maintain records of compliance for verification as reasonably requested by the County.

2.6 Nondiscrimination and Affirmative Action. In construction of their respective portions of the Project, neither the Developer nor the Third Party Owners shall discriminate against any employee or applicant for employment, and the Developer (with regard to the Developer Project) and Third Party Owners (with regard to the Third Party Projects) shall use reasonable efforts to eliminate any such discrimination by their respective contractors based on ancestry, arrest record, conviction record, creed, genetic testing, honesty testing, marital status, membership in the national guard, state defense force or any reserve component of the military forces in the United States or the State of Wisconsin, pregnancy or child birth, sexual orientation, race, color, national origin, age, sex or disability which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships. In construction of their respective portions of the Project, the Developer (with regard to the Developer Project) and Third Party Owners (with regard to the Third Party Projects) will post in conspicuous places, available for employment, notices setting forth the provisions of the foregoing nondiscriminatory clause, and will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicap persons, and other protected groups in the Developer's or the Third Party Owners' employment at the Project in connection with their respective portions of the Project.

2.7 TBE Participation Goals. The Developer (with regard to the Developer Project) and Third Party Owners (with regard to the Third Party Projects) shall each, in the development of the Base Buildings of their respective portions of the Project, use commercially reasonable efforts to achieve the Targeted Business Enterprise (“TBE”) participation goals established by the

Milwaukee County Division of Community Business Development Partners (“CBDP”) and governed by 49 CFR 26. The Developer or the Third Party Owners shall each submit to the County a TBE participation plan to be reviewed by the CBDP office in connection with their respective portions of the Projects. During the course of the Base Buildings, the Developer (with regard to the Developer Project) and Third Party Owners (with regard to the Third Party Projects) shall submit a semi-annual TBE utilization report to the County for review. The County shall provide Developer and/or any Third Party Owner, upon request, assistance in the identification, monitoring and achievement of the Project's objectives in attaining the TBE goals.

2.8 State Entity Requirements. In the event the State of Wisconsin or the University of Wisconsin Milwaukee (together "State Entities") develops or performs any work to any of the site improvements on the Property, the State Entities shall not be required to comply with Sections 2.5, 2.6 or 2.7 above, but instead shall comply fully with all applicable State of Wisconsin Labor Standards, Nondiscrimination and Affirmative Action requirements, and Disadvantaged Enterprise participation goals. Any contracts or agreements by and between the Developer or any Third Party Owner and the State Entities to develop or perform any work on the Property shall expressly provide that the State Entities shall comply fully with all applicable State of Wisconsin Labor Standards, Nondiscrimination and Affirmative Action requirements, and Disadvantaged Enterprise participation goals. Upon request by the County, the Developer or such Third Party Owner, as applicable, shall use its best efforts to provide the County with the pertinent records to demonstrate compliance with the applicable State of Wisconsin standards.

2.9 Density Payment. As a material inducement for the County and the Developer entering into this Agreement, the Parties hereby agree as follows:

(a) Within ten (10) days after the Effective Date, in consideration for the establishment of the Density Threshold (as hereinafter defined), the Developer shall pay to the County the amount of One Million Dollars (\$1,000,000.00) (the “Initial Payment”).

(b) If Developer (or its successors or assigns) constructs new Buildings on the Developer Parcel with commercial occupancy space which in the aggregate exceeds 465,441 rentable square feet (the “Developer Density Threshold”)¹, then for each rentable square foot of space in such Building(s) in excess of the Developer Density Threshold (“Developer Excess Space”), the person or entity that constructs such Developer Excess Space (whether the Developer or its successors or assigns) shall pay the County an amount equal to Twelve Dollars (\$12.00) per rentable square foot (“Developer Density Payment”) for each rentable square foot of such Developer Excess Space, which Developer Density Payment shall be payable within thirty (30) days after receipt by such person or entity of a building permit from the City of Wauwatosa to construct such Developer Excess Space. The obligation to make the Developer Density Payment as set forth herein shall run with the land and shall accrue to any person or entity that constructs Developer Excess Space anywhere on the Developer Parcel.

(c) If UWM (or its successors or assigns) constructs Buildings on the UWM Parcels with commercial occupancy space which in the aggregate exceeds 100,000 rentable square

¹ The Developer Density Threshold is calculated by (a) starting with 1,053,271 rentable square feet (“Total Density Threshold”), being the maximum amount of rentable square footage on the Main Parcel (as that term is defined in the Original Development Agreement) before a Density Payment is due as agreed by the Parties, and (b) subtracting from the Total Density Threshold the sum of (i) 487,830 rentable square feet (being the rentable square footage of the existing buildings on the Main Parcel as of the Effective Date of this Agreement, which amount is stipulated by the Parties and shall not be subject to recalculation or re-measurement), plus (ii) 100,000 rentable square feet allocated to the UWM Parcels.

feet (the "UWM Density Threshold"), then for each rentable square foot of space in such Building(s) in excess of the UWM Density Threshold ("UWM Excess Space"), the person or entity that constructs such UWM Excess Space (whether the UWM or its successors or assigns) shall pay the County an amount equal to Twelve Dollars (\$12.00) per rentable square foot ("UWM Density Payment") for each rentable square foot of such UWM Additional Space, which Density Payment shall be payable within thirty (30) days after receipt by such person or entity of a building permit from the City of Wauwatosa to construct such UWM Excess Space. The obligation to make the UWM Density Payment as set forth herein shall run with the land and shall accrue to any person or entity that constructs UWM Additional Space anywhere on the UWM Parcels.

(d) For purposes of this Section 2.9 and of determining whether a Density Payment is due hereunder, basement space and parking garage space shall be excluded from the rentable square footage of any Buildings constructed on the Developer Parcel or the UWM Parcels after the Effective Date.

2.10 No Mortgage and Lot Releases. On or before the Effective Date, and as a condition precedent to the Developer entering into this Agreement, the County shall satisfy and release of record any and all liens or mortgages it has on any portion of the Property pursuant to Section 2.11 of the Original Development Agreement or by any other means. Thereafter, except as expressly set forth in this Agreement, the County shall have no right to place any lien or mortgage on any portion of the Property, including but not limited to the Developer Parcel.

3. Defaults and Remedies.

3.1 Events of Default by the Developer or a Third Party Owner. Any one or more of the following events are hereby deemed as, declared to be, and constitute an "Event of Default" by the Developer (with regard to acts or omissions of the Developer) or any Third Party Owner (with regard to acts or omissions of any such Third Party Owner) for purposes of this Agreement; provided, that a default by the Developer shall not constitute a default by any Third Party Owner, nor shall a default by a Third Party Owner constitute a default by the Developer, and neither the County nor UWM nor any other party shall have any recourse against any Party other than the defaulting Party in connection with any such default: (a) the Developer or such Third Party Owner fails to comply with the Habitat Protection Plan to the extent required herein, or (b) the Developer or such Third Party Owner fails to perform any other term, condition or covenant to be performed or observed by the Developer (including, but not limited to, failure to comply with the Permitted Uses as defined herein), subject to Force Majeure. In the event an Event of Default by the Developer or any Third Party Owner shall occur, the County shall send written notice to the defaulting Party (the "Default Notice") specifying the nature of the default in detail, and the Developer or such Third Party Owner, as applicable, shall have 30 days after receipt of the Default Notice to cure such Event of Default. In the event that the Developer or such Third Party Owner, as applicable, does not cure such Event of Default within such 30-day period (or such other reasonable time as necessary if such default cannot be cured within 30 days and the Developer or such Third Party Owner, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), the County may pursue any available remedy against the defaulting Party, either at law or in equity, including, without limitation, the right to pursue specific performance, collect actual damages from the defaulting Party for such Party's failure to perform (including, without limitation, the damages, if any, related to, or arising out of, the infrastructure related to the Property and the cost of financing used to construct such infrastructure, and any guaranty thereof, any costs associated with overtime or additional labor forces in order to timely construct the Project, and other outside fees, including reasonable attorneys' fees). The Developer and the Third Party Owners agree that damages will

not be an adequate remedy at law, and that the County shall have the right to an injunction or other judgment of specific performance to enforce any provision in this Development Agreement, the City of Wauwatosa zoning code, the County ordinances or any other State or Federal law. Venue for such action shall be Wisconsin State Court with venue in Milwaukee County. The prevailing Party in any dispute under this Agreement shall be entitled to recover from the other Party the cost of such prevailing Party's reasonable attorney's fees, including but not limited to the actual costs of the Developer's or such Third Party Owner's in-house attorney, or the attorney for the Milwaukee County Corporation Counsel's office (if same acts as attorney for the Developer/Third Party Owner or the County, respectively) or reasonable attorney's fees for outside counsel hired by the prevailing Party.

3.2 Events of Default by the County and/or UWM. If the County and/or UWM shall fail to perform any term, condition or covenant to be performed or observed by the County and/or UWM under this Agreement for more than 30 days after receipt by the County and/or UWM of written notice from the Developer specifying in detail the nature of such failure (or such other reasonable time as is necessary if such default cannot be cured within 30 days and the County and/or UWM, as applicable, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), then the Developer may pursue any available remedy against the County and/or UWM at law or in equity including, without limitation, the right to pursue specific performance or injunctive relief and collect actual damages for the County's and/or UWM's breach or failure to perform (including reasonable attorneys' fees).

3.3 Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by another Party.

3.4 Costs and Attorneys' Fees. In the event any legal or equitable action or proceeding shall be instituted to enforce any provision or agreement contained herein, the Party or Parties prevailing in such action shall be entitled to recover from the losing Party or Parties all of its costs including court costs and reasonable attorneys' fees. The prevailing Party shall be such Party that substantially obtains the relief sought with or without the commencement of litigation.

3.5 Limitation of Developer Liability. The Parties agree and acknowledge that as of the Effective Date, this Agreement replaces and supplants the Original Development Agreement in its entirety; provided, however, that notwithstanding any provision of this Agreement or the Original Development Agreement to the contrary, the Developer shall have no obligation, and assumes no liability, with regard to (a) matters affecting the Property prior to the Effective Date and obligations or liabilities of UWM or the County related to the Property accruing prior to the Effective Date, (b) obligations or liabilities of UWM or the County related to the UWM Parcels, whether or not accruing before or after the Effective Date, or (c) obligations or liabilities of Third Party Owners with regard to the Third Party Parcels, whether or not accruing before or after the Effective Date, all of which shall remain with the UWM, the County, or such Third Party Owners or users, as applicable.

4. General Provisions.

4.1 Conveyance of the Property. The Developer reserves the right, at its sole discretion, at any time during the term of this Agreement, but subject to the terms of this Agreement and to the terms of that certain Amended and Restated Declaration of Restrictions for Innovation

Campus dated of even date herewith and recorded with the Milwaukee County Register of Deeds as Document No. _____ (“Declaration”), to sell, lease, or otherwise convey an interest in any or all of the Developer Parcel, or to join and associate with other individuals or entities in joint ventures, partnerships or otherwise for the purpose of developing the Developer Project, or to enter into any mortgage, deed of trust, sale and lease-back or any other form of conveyance or any form of equity or income participation, including but not limited to a partnership or joint venture, required by a lending institution for the purpose of securing a loan to be used for financing the acquisition of the Property, the construction of the Developer Project thereon, and any other expenditures necessary and appropriate to develop the Property, subject, however, to the following conditions:

(a) The Developer (with regard to the Developer Project) or the Third Party Owners (with regard to the Third Party Projects) shall promptly notify the County of the identity of any party to whom the Developer or such Third Party Owner sells a fee simple interest in any portion of the Property; and

(b) Upon the sale or other transfer to a third party by the Developer or a Third Party Owner of any portion of the Property, the Party selling such portion of the Property shall be released from, and shall have no obligation or liability under this Agreement with regard to, the development, construction, or use of such portion of the Property by such third party; provided, that the Developer or such Third Party Owner, as applicable, shall remain fully responsible to the County as provided in this Agreement, and shall not be released from its obligations hereunder, with regard to those portions of the Property retained by the Developer or such Third Party Owner. Developer shall remain responsible for the management of the common areas of the Project, and shall collect assessments from owners, in accordance with the terms of the Declaration, until such time as the Developer no longer controls the Association, at which time the Developer shall be released from any and all further obligations under this Agreement.

4.2 Liens. Except for any liens or mortgages filed or recorded in connection with Developer’s commercially reasonable financing of the cost to construct and operate the Project, until the Project is substantially completed in compliance with the requirements contained herein, the Developer shall take commercially reasonable steps to prevent any construction, mechanics’, or similar liens to be filed against the Property or the Project thereon.

4.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, no Party shall be considered in breach or default of its obligations with respect to the construction of the Project or the construction of any items of the infrastructure, as the case may be, in the event that a delay in the performance of such obligations is due to causes which were beyond its reasonable control, such as adverse weather conditions, strikes, acts of God, acts of a public enemy, acts of any governmental authorities (including the County in the case of the Developer and Third Party Owners, but provided that with respect to the County’s obligations hereunder, the County’s acts or failure to act, or breach of this Agreement, shall not be considered Force Majeure), fire, flood, epidemics, embargoes or shortages of material from all reasonable sources (“Force Majeure Delay”). In the event of a Force Majeure Delay, the time for performance of the affected obligation shall be extended for the period of the Force Majeure Delay; provided, however, the delayed Party shall, within thirty (30) days after the occurrence of the event causing the Force Majeure Delay, deliver written notice to the other affected Party or Parties of the cause thereof. Failure to deliver written notice of such delay (with appropriate back up documentation) shall constitute a waiver of the delayed Party’s right to claim an extension of its time period because of the Force Majeure Delay. Notwithstanding the foregoing, the failure or delay of the Developer

in obtaining the necessary public and/or private funding for the Project shall not be deemed a Force Majeure Delay.

4.4 Notices. All notices and demands by either the Developer or the County shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To the County: Milwaukee County
c/o Real Estate Manager
2711 West Wells Street, Rm. 339
Milwaukee, WI 53208

with a copy to: Attn: David Farwell or Paul Kuglitsch
Milwaukee County Corporation Counsel
901 North 9th Street, Room 303
Milwaukee, WI 53233, and

To the Developer: Innovation Park Development Partners, LLC
c/o Irgens Partners, LLC
833 East Michigan Street, Suite 400
Milwaukee, WI 53202
Attention: CEO/Manager

To UWM: _____

Any Party may, upon prior notice to the other Parties, specify a different address for the giving of notice. Notices shall be deemed given upon receipt or refusal to accept delivery.

4.5 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) The laws of the State of Wisconsin shall govern this Agreement.

(e) Since the Parties to this Agreement have had adequate opportunity to review and negotiate its terms, in no event shall this Agreement be construed against the drafter.

4.6 Waivers. Waiver by any Party of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of any future breach of the same or any other term, covenant or condition of this Agreement.

4.7 Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

4.8 Entire Agreement and Amendments. Except for the Declaration, this Agreement, including exhibits, and all documents referenced herein, contains all the covenants and agreements between the Parties relating in any manner to development of the Project and other matters set forth in this Agreement. The Recitals set forth at the beginning of this Agreement shall constitute a part of this Agreement, and shall be fully binding upon and enforceable against the Parties. No prior oral or written agreements or understandings pertaining thereto, other than the Declaration, shall be valid or of any force or effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the Parties and recorded in the office of the Register of Deeds for Milwaukee County. The Developer and the County reserve the right to modify and amend this Agreement without the joinder or approval of any other party.

4.9 Intentionally Omitted.

4.10 Authority. The Developer hereby acknowledges and agrees that it is validly formed and existing organization formed in the State of Wisconsin. The undersigned signatories have the requisite power and authority, statutory and otherwise, to enter into and perform this Agreement pursuant to its terms and conditions without any further notice or consent from any person or entity. Each shall deliver copies of its corporate resolution or other authorizing documentation demonstrating that it has the power and authority to enter into this Agreement.

4.11 Successors. Except as otherwise expressly provided herein, all of the covenants, agreements, terms and conditions of this Agreement shall run with the Property and inure to the benefit of and be binding upon the Parties and their respective successors and assigns and any party obtaining any interest in the Property after the date hereof, including, without limitation, any owner; occupants and/or tenants of the Property. Notwithstanding the foregoing or any other provisions of this Agreement to the contrary, in the event of a conveyance of a portion of the Property to a private entity that is not assuming all or any portion of the obligations of Developer or a Third Party Owner required herein, upon request, the County agrees to deliver to the private entity an estoppel letter or similar document stating that the private entity, as a successor in interest to the Developer or such Third Party Owner, may be responsible for certain obligations of Developer or such Third Party Owner under this Agreement, and may not be responsible for other obligations of Developer or such Third Party Owner under this Agreement, as applicable. The estoppel letter shall be in a form and substance reasonably satisfactory to the County. Notwithstanding anything to the contrary contained herein, the right of enforcement of the terms, conditions or covenants of this Agreement to be performed or observed by the Developer or any Third Party Owner is solely vested in the County or any successor entity to the County.

4.12 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the Parties or their successors and assigns. In entering into this Agreement, and in acting in compliance herewith, the Developer is at all times acting and performing as an independent contractor duly authorized to perform acts required of it hereunder. This Agreement does not create the relationship of principal, an agent or of partnership or joint venture or any other association between the Parties, the sole relationship

between the Parties being that set forth in this Agreement, with certain obligations, covenants and responsibilities described herein.

4.13 Records and Audits. Once a year, upon commercially reasonable notice by the County, the Developer shall allow the County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Development Agreement. The Developer shall maintain and make available to the County the above-described audit information for no less than three years after conclusion of the obligations and responsibilities of the Developer described herein and required by this Development Agreement.

4.14 Environmental Remediation and Indemnification.

(a) Except as otherwise provided in (i) the Purchase Agreement for the Property between the County (as seller) and UWM (as buyer) ("Initial Purchase Agreement") and/or (ii) the Option to Purchase between UWM (as seller) and Developer (as buyer) ("Option Agreement") that expressly survived closing of the conveyance of the Property to UWM pursuant to the Initial Purchase Agreement or to the Developer pursuant to the Option Agreement, and subject to the indemnification set forth in the last paragraph of the Recitals to this Agreement and to any other waivers or indemnifications in any other agreement between a Party and another Party or Parties, the conveyance of the Developer Parcel to the Developer is "AS-IS" and without warranty or representation as to soil, subsoil, Hazardous Material and other environmental conditions. Developer hereby agrees to indemnify, hold harmless, and defend County from and against any and all liabilities, claims, penalties, forfeitures, and suits, and all reasonable costs and expenses, including the cost of defense, settlement, and reasonable attorney's fees and/or any other Environmental Damages incurred by the County as a result of Developer's violation of any Environmental Requirements or introduction of any Hazardous Material to the Property after the Effective Date of this Agreement.

(b) Developer shall be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Developer Parcel by the Developer, its employees, contractors, agents or guests after the Effective Date of this Agreement. Subject to the indemnification set forth in the last paragraph of the Recitals to this Agreement, Developer shall indemnify, defend and hold County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) related to, or arising out of, such Developer's obligations, or failure to perform such obligations described above, and any claim, action or damages asserted against the County by any party or governmental agency related to, or arising out of an Environmental Regulation or Hazardous Material at, in, under, or migrating to or from the Developer Parcel caused by Developer after the Effective Date of this Agreement. The Parties acknowledge and agree that environmental conditions and risks were factored into the purchase price of the Property and that the indemnities set forth herein shall be as broadly and liberally construed as possible to provide the maximum protection to the indemnified Party, and the Parties hereby further waive any right to argue that for any reason the indemnities set forth in this Agreement are ambiguous or confusing or that any such indemnities should in any way be construed against the indemnified party.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the Innovation Park Development Partners, LLC hereby executes this Amended and Restated Development Agreement as of the day and year first written above.

INNOVATION PARK DEVELOPMENT PARTNERS, LLC,

By: IDP Innovation Park Development Partners, LLC, its Manager

By: Irgens Partners, LLC, its Manager

By: _____

Name: _____

Title: _____

State of Wisconsin)
) ss.
County of _____)

Personally came before me this ____ of _____, 20____, _____, _____, the _____ of Irgens Partners, LLC, the Manager of IDP Innovation Park Development Partners, LLC, the Manager of Innovation Park Development Partners, LLC, known to me to be the person who executed the above instrument and acknowledged the same.

(_____)
Notary Public, State of Wisconsin
My Commission: _____

IN WITNESS WHEREOF, Milwaukee County, by and through the County Executive and the authority vested therein, hereby executes this Amended and Restated Development Agreement as of the day and year first written above.

MILWAUKEE COUNTY

By: _____
Chris Abele, County Executive

Attest:
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, UWM Innovation Park, LLC hereby executes this Amended and Restated Development Agreement as of the day and year first written above.

UWM INNOVATION PARK, LLC,
a Wisconsin limited liability company

By: _____
David Gilbert, CEO

State of Wisconsin)
) ss.
County of _____)

Personally came before me this ____ of _____, 20____, David Gilbert, known to me to be the CEO of UWM Innovation Park, LLC, who executed the above instrument and acknowledged the same.

(_____)
Notary Public, State of Wisconsin
My Commission: _____

IN WITNESS WHEREOF, the UWM Real Estate Foundation, Inc. hereby executes this Amended and Restated Development Agreement as of the day and year first written above.

THE UWM REAL ESTATE FOUNDATION, INC.

By: _____
David Gilbert, President

State of Wisconsin)
) ss.
County of _____)

Personally came before me this _____ of _____, 20____, David Gilbert, known to me to be the President of the UWM Real Estate Foundation, Inc., who executed the above instrument and acknowledged the same.

(_____)
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF INNOVATION PARK

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PARCEL

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