

GROUND LEASE

BY AND BETWEEN

THE MEDICAL COLLEGE OF WISCONSIN, INC., LESSOR

AND

**STATE OF WISCONSIN, ACTING THROUGH THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION, AND MILWAUKEE COUNTY,
COLLECTIVELY, LESSEE**

DATED February 29, 2024

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THIS GROUND LEASE (the “Lease”), is made and entered into as of this 29th day of February, 2024 (the “Effective Date”), by and between The Medical College of Wisconsin, Inc. a Wisconsin non-stock corporation (“Lessor”), State of Wisconsin, acting through the State of Wisconsin Department of Administration (“State”), and Milwaukee County, a Wisconsin municipal corporation (“County,” and together with State, “Lessee”).

RECITALS:

A. Lessor owns that certain land located in the City of Wauwatosa, Wisconsin, the legal description of which is set forth in Exhibit A attached hereto and incorporated herein by this reference (the “Land”).

B. The Land is part of the regional health care campus commonly referred to as the Milwaukee Regional Medical Center (the “Campus”) and depicted on Exhibit B attached hereto.

C. Lessor desires to lease the Land to Lessee, and Lessee desires to lease the Land from Lessor (the “Leased Premises”).

D. Lessee desires to develop and construct upon the Leased Premises a commercial condominium (the “Condominium”) two (2)-unit (each, a “Unit” and, collectively, the “Units”) building together with a parking structure (collectively, the “Building”) containing approximately 347,846 square feet of space.

E. Each of State and County have contracted with Forensic Science and Protective Medicine Collaboration, Inc. (“FSPMC”) for the purchase and sale of the Improvements (as defined in Section 1.1.32) that will be part of their respective Units and a 50% ownership interest in all Improvements that will be part of the Building but not included in a Unit.

F. FSPMC has contracted with Developer (as defined in Section 1.1.21) to construct the Improvements.

G. Lessee intends to subject its interest in this Lease and the Improvements to a condominium regime known as Forensic Sciences and Protective Medicine Collaboration Condominium by a condominium declaration (the “Condominium Declaration”) and by condominium by-laws or an agreement in lieu of bylaws under Wis. Stat. Sec. 703.365(3m) (the “Condominium By-Laws”) (collectively, the “Condominium Documents”), pursuant to which a non-profit corporation governed by the owners of each Unit within the Condominium or a board of directors elected by such owners shall be created (the “Condominium Association”).

H. Simultaneously with the execution of this Lease, Lessee and FSPMC shall enter into an instrument to grant FSPMC (and, indirectly, Developer) access to and site control over the Leased Premises for purposes of performing FSPMC’s obligations under the State Purchase Agreement (as defined in Section 1.1.71) and County Purchase Agreement (as defined in Section 1.1.15), including without limitation, constructing the Improvements (the “Construction Access Agreement”).

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

Article 1. DEFINITIONS

1.1 Defined Terms. The foregoing Recitals, together with capitalized terms defined therein, are hereby incorporated by reference as if fully set forth herein. In addition, the following capitalized terms used in this Lease shall have the meanings assigned to such terms below:

1.1.1 “Affiliate” means a Person that Controls another Person, is Controlled by another Person, or is under common Control with another Person. The terms “Control, Controls, Controlled and Controlling”, as used in the immediately preceding sentence (and elsewhere in this Lease) means, with respect to a corporation or similar entity, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Controlled entity, and, with respect to any individual, partnership, trust or other similar entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies thereof.

1.1.2 “Applicable Law(s)” means all applicable constitutions, statutes, laws, ordinances, codes, regulations, rulings, judgments, orders, decrees and other laws of Governmental Authorities, as the same may be amended.

1.1.3 “Acquisition Date” has the meaning set forth in Section 13.4.

1.1.4 “Assessments” has the meaning set forth in Section 4.1.1.

1.1.5 “Building” has the meaning set forth in the Recitals.

1.1.6 “Business Day(s)” means any day other than (a) a Saturday or Sunday, (b) a day on which national banks are required or permitted by law to close, and (c) a day on which the New York Stock Exchange is closed.

1.1.7 “Campus” has the meaning set forth in the Recitals.

1.1.8 “Claims” as used herein means any and all claims, actions, causes of actions, liabilities, obligations, damages, losses, forfeitures, penalties, charges, costs, and expenses.

1.1.9 “Commencement Date” has the meaning set forth in Section 3.1.

1.1.10 “Condemnation Proceedings” has the meaning set forth in Section 14.1.

1.1.11 “Condemning Authority” has the meaning set forth in Section 14.1.

1.1.12 “Condominium Documents” has the meaning set forth in the Recitals.

1.1.13 “Construction Expert” has the meaning set forth in Section 13.2.

1.1.14 “Control, Controls, Controlling and/or Controlled” has the meaning set forth in Section 1.1.1.

1.1.15 “County Purchase Agreement” means the County Unit Purchase and Sale Agreement between FSPMC and County dated as of August 8, 2023.

1.1.16 “Declaration of Access Easements” means the Amended and Restated Declaration of Access Easements recorded April 16, 2020 as Document No. 10969592, as amended by a First Amendment to Amended and Restated Declaration of Access Easements recorded February 10, 2021 as Document No. 11077620, Second Amendment to Amended and Restated Declaration of Access Easements recorded May 12, 2023 as Document No. 1336912, Third Amendment to Amended and Restated Declaration of Access Easements recorded October 24, 2023 as Document No. 11376302, Fourth Amendment to Amended and Restated Declaration of Access Easements recorded October 27, 2023 as Document No. 11377419, and all other amendments thereto.

1.1.17 “Declaration of Utility Easements” means the Declaration of Utility Easements recorded January 29, 2020 as Document No. 109480, as amended by an Amendment to Declaration of Utility Easements recorded April 14, 2020 as Document No. 10968709 and Assignment of Easement Rights recorded April 12, 2022 as Document No. 11236278, and all other amendments thereto.

1.1.18 “Declaration of Restrictions” means the Declaration of Restrictions for Milwaukee Regional Medical Center dated April 13, 2020 and recorded as Document No. 10969709, as amended by a First Amendment to Declaration of Restriction for Milwaukee Regional Medical Center recorded April 12, 2022 as Document No. 11236279, by a Second Amendment to Declaration of Restrictions for Milwaukee Regional Medical Center recorded as Document No. 11336911 and all other amendments thereto.

1.1.19 “Default Rate” means a per annum rate of interest equal to the lesser of (a) the sum of (i) the “prime rate” of interest as published from time to time by The Wall Street Journal, or any successor publication thereto, and (ii) one percent (1%) or (b) the highest non-usurious rate permitted under Applicable Law.

1.1.20 “Defaulting Party” has the meaning set forth in Section 11.7.

1.1.21 “Developer” means C.D. Smith Construction, Inc.

1.1.22 “Effective Date” has the meaning set forth in the first paragraph of this Lease.

1.1.23 “Entity” means a corporation, trust, limited liability company, general partnership, limited partnership, limited liability partnership, association, joint stock

association, joint venture, firm, business trust, land trust, cooperative, foreign association or other legal entity.

1.1.24 “Expiration Date” has the meaning set forth in Section 3.1.

1.1.25 “Fee Estate” means Lessor’s fee simple interest in the Land.

1.1.26 Intentionally Deleted.

1.1.27 “Fee Mortgage” has the meaning set forth in Section 7.2.

1.1.28 “Foreclosure Event” has the meaning set forth in Section 7.2.

1.1.29 “Foreign Person” has the meaning set forth in Section 17.1.5.

1.1.30 “Governmental Authority” or “Governmental Authorities” means the City, village or township, county and state in which the Land is located, the United States of America, any political subdivision thereof, and any governmental or quasi-governmental entity, instrumentality, adjudicative body, agency, commission, department, board, officer or instrumentality of any of them.

1.1.31 “Hazardous Material(s)” has the meaning set forth in Section 10.5.

1.1.32 “Improvements” means the Building and all other improvements related thereto (including, without limitation, site work, landscaping and all utility service lines and facilities serving the Building now or hereafter located within the Leased Premises.

1.1.33 “Infrastructure Base Charge” shall mean charges imposed by MRMC Infrastructure, including without limitation, those charges for access to and use of such infrastructure systems or components thereof, including without limitation, Roadways (as defined in the Declaration of Restrictions), sidewalks, bike lanes, street lights, traffic signals, pedestrian signals and signage related thereto, and certain assets for the transmission of utilities located beneath the Roadways, located on the Campus, as may be developed, constructed, repaired, improved, replaced or expanded from time to time, and which are owned by MRMC Infrastructure (the “Subject Infrastructure”) and charges for costs and expenses associated with the MRMC’s obligations to operate, maintain, replace and repair the Subject Infrastructure and other infrastructure systems or components thereof located on the Campus pursuant to Section 3.02 of the Declaration of Restrictions and Section 5 of the Declaration of Access Easements whether such obligations are performed by MRMC or MRMC Infrastructure.

1.1.34 “Initial Term” has the meaning set forth in Section 3.1.

1.1.35 “Land” has the meaning set forth in the Recitals.

1.1.36 “Late Charge” has the meaning set forth in Section 4.3.

1.1.37 “Lease” has the meaning set forth in the first paragraph of this document.

1.1.38 “Lease Year” means a period of twelve (12) consecutive calendar months (plus for the first Lease Year only, any partial calendar month in which the Commencement Date occurs) during the Term commencing on the Commencement Date. If the Commencement Date is on a day other than the first day of the calendar month, the first Lease Year shall include the period from the Commencement Date through the end of the calendar month in which the Commencement Date occurs and shall end on the anniversary of the last day of the month in which the Commencement Date occurs.

1.1.39 “Leased Premises” has the meaning set forth in the Recitals.

1.1.40 “Leasehold Estate” has the meaning set forth in Section 8.1.1.

1.1.41 “Lessee” has the meaning set forth in Section 21.2.

1.1.42 “Lessee Group” means Lessee and its partners, members, shareholders, trustees, directors, officers, employees, agents, authorized representatives, contractors, subtenants, licensees and other invitees.

1.1.43 “Lessee Indemnities” has the meaning set forth in Section 12.2.

1.1.44 “Lessee’s Proportionate Share Based on MCW Building Area” means the ratio of the total Occupied Gross Building Area of the Leased Premises to the total Occupied Gross Building Area on all land owned by Lessor on Campus.

1.1.45 “Lessee Taking Award” has the meaning set forth in Section 14.3.

1.1.46 “Lessor” has the meaning set forth in Section 21.1.

1.1.47 “Lessor Affiliate” means a Person Controlled by, Controlling or under common Control with Lessor.

1.1.48 “Lessor Group” means Lessor, and its respective partners, members, shareholders, trustees, directors, officers, employees, agents, authorized representatives, contractors, subtenants, licensees and other invitees.

1.1.49 “Lessor Indemnities” has the meaning set forth in Section 10.42.1.1.

1.1.50 “Market Value” of the Fee Estate or the Leasehold Estate means, as of any date of determination, the present fair market value of such estate or interest (including the fair market value of the rights of the holder of such estate in and to the Improvements or any other improvements) as of such date, considered: (a) as if no casualty or Taking had occurred, (b) without adjusting for any expectation of any casualty or Taking, (c) as if all or such portion of the Leasehold Estate had not been terminated, (d) taking into account the benefits and burdens of this Lease, the remaining Term, all Permitted Exceptions and all other

matters affecting such estate or interest and its valuation, and (e) discounting to present value all the obligations and benefits associated with such estate or interest. The Market Value shall be determined as if the Term were to continue until the scheduled Expiration Date under the Lease. Market Value shall be determined as set forth in Exhibit E attached hereto and made a part hereof, and independently of, and without regard to any valuation established in connection with, a casualty or Taking unless Lessee notifies Lessor otherwise.

1.1.51 “Memorandum of Lease” has the meaning set forth in Section 22.4.

1.1.52 “MRMC” as used herein means Milwaukee Regional Medical Center, Inc.

1.1.53 “MRMC Infrastructure” as used herein means Milwaukee Regional Medical Center Infrastructure, LLC, an Affiliate of MRMC.

1.1.54 “MRMC Thermal” as used herein means Milwaukee Regional Medical Center Thermal Service, Inc., an Affiliate of MRMC.

1.1.55 “MRMC Water” as used herein means Milwaukee Regional Medical Center Water Service, Inc., an Affiliate of MRMC.

1.1.56 "Non-Defaulting Party" has the meaning set forth in Section 11.7.

1.1.57 “Non-Defaulting Party Notice to Cure” has the meaning set forth in Section 11.7.

1.1.58 “Non-Defaulting Party Cure Period” has the meaning set forth in Section 11.7.

1.1.59 “Occupied Gross Building Area” as used herein means the sum of the areas of all enclosed buildings on land owned by Lessor on the Campus, including basements, mezzanine and intermediate floored tiers and penthouses of headroom height, as measured in accordance with the Building Owners and Managers Association International Gross Area Standards (ANSI/BOMA 265.3-2018) and does not include (a) parking structures (unless a parking structure is constructed as a part of a mixed use facility, in which case the portion of the facility utilized exclusively for parking will be excluded from Occupied Gross Building Area but the other portions of the facility will be included in Occupied Gross Building Area), (b) facilities or portions of facilities that are under construction as of December 1 of the year in which Occupied Gross Building Area is being calculated, and (c) facilities or portions of facilities that have been decommissioned and are no longer occupiable as of December 1 of the year in which Occupied Gross Building Area is being calculated. The parties acknowledge that as of the Effective Date, the Occupied Gross Building Area on all land owned by Lessor on Campus is 1,485,394 square feet.

1.1.60 “Permitted Exceptions” as used herein means those matters listed on Exhibit C attached hereto and made a part hereof by this reference and any Leasehold

Mortgage or other title exceptions expressly permitted in this Lease or otherwise approved by Lessor (which approval shall not be unreasonably delayed, conditioned or withheld).

1.1.61 “Permitted Uses” has the meaning set forth in Section 9.1.2.

1.1.62 “Person(s)” as used herein means any individual or Entity.

1.1.63 “Prevailing Party” has the meaning set forth in Section 22.8.

1.1.64 “Property” means the Leased Premises and the Improvements, collectively.

1.1.65 “Purchase Agreements” means collectively the State Purchase Agreement and the County Purchase Agreement. Each of the State Purchase Agreement and the County Purchase Agreement are a “Purchase Agreement.”

1.1.66 “Rent” has the meaning set forth in Section 4.1 below.

1.1.67 “Restoration” has the meaning set forth in Section 13.1.

1.1.68 “Site Protection Work” has the meaning set forth in Section 13.2.

1.1.69 “Space Lease” means any written sublease or other agreement with a Space Tenant that is consented to by Lessor under Section 8.2.

1.1.70 “Space Tenants” means Lessee’s tenants, subtenants, and licensees that from time to time occupy space in the Property.

1.1.71 “State Purchase Agreement” means the State Unit Purchase and Sale Agreement between FSPMC and State dated July 7, 2023.

1.1.72 “Substantial Completion” means the date when both (i) “Substantial Completion” has been achieved pursuant to the terms and provisions of the County Purchase Agreement, and (ii) “Substantial Completion” has been achieved pursuant to the terms and provisions of the State Purchase Agreement.

1.1.73 “Taking” has the meaning set forth in Section 14.1.

1.1.74 “Taking Award” has the meaning set forth in Section 14.3.

1.1.75 “Taking Date” has the meaning set forth in Section 14.1

1.1.76 “Taxes” has the meaning set forth in Section 4.1.1.

1.1.77 “Taxing Authority” or “Taxing Authorities” has the meaning set forth in Section 4.1.1.

1.1.78 “Term” has the meaning set forth in Section 3.1.

1.1.79 “Unavoidable Delays” as used herein means a delay due to acts of God, war, governmental regulation or restrictions, stays, judgments, orders, decrees, enemy actions, civil commotion, terrorism, weather conditions, fire, flood or other casualty, strikes, work stoppages, shortages of labor or materials, labor disputes or other causes beyond the reasonable control of Lessor or Lessee, as applicable, but lack of funds in and of itself shall not be deemed a cause beyond the control of Lessor or Lessee, as applicable.

Article 2. DEMISE OF THE LEASED PREMISES

2.1 Demise of the Leased Premises; Title.

2.1.1 Subject to the terms and conditions set forth in this Lease, Lessor hereby leases and demises to Lessee and Lessee hereby leases and accepts from Lessor the Leased Premises, and all the appurtenances, rights, privileges and easements benefiting the Leased Premises.

2.1.2 Lessor represents and warrants against the claims of all Persons whomsoever as of the Effective Date that the Fee Estate in and to the Land is owned by Lessor, free and clear of all liens, assessments, taxes, easements, restrictions, consents, encumbrances, leases, exceptions or defects of any kind except the Permitted Exceptions.

2.2 Intentionally Deleted.

2.3 Easements; Condominium Documents. As of the Effective Date, the Leased Premises is benefitted and/or burdened by certain easements (the “Easements”), including without limitation, all of the following: Declaration of Restrictions, Declaration of Access Easements and Declaration of Utility Easements. Without limiting the other terms and provisions of this Lease, Lessee shall comply with the Easements in all respects. Lessee’s indemnification obligations pursuant to Section 10.3 and Article 12 shall include Claims arising under the Easements, except to the extent caused by the negligence or willful misconduct of Lessor. For the avoidance of doubt, Lessee shall not be permitted to amend, modify or grant any consent under the Easements or the Condominium Declaration or create any new easement without the prior written consent of Lessor, but during the Term of this Lease, Lessee will enjoy all rights thereunder. Lessee shall, from time to time as reasonably requested by Lessor, join in the amendment of the Easements or conveyance or grant of easements reasonably necessary for the development of the Campus.

Article 3. TERM

3.1 Term. The term of this Lease shall commence on the Effective Date (the “Commencement Date”) and expire at 11:59 p.m. on the date which is forty (40) years after the last date on which Lessee conveys the Units to the State of Wisconsin and Milwaukee County (the “Expiration Date”) (sometimes herein referenced as the “Initial Term”), unless sooner terminated or extended as set forth herein (as used herein, “Term” shall include the Initial Term and any applicable and exercised Renewal Period).

3.2 Renewal. Subject to Section 15.3, Lessee may renew the Initial Term for one (1) term of fifteen (15) years (the “Renewal Period”). Lessee shall exercise its right to renew the Term, if at all, by providing Lessor with written notice of Lessee’s election to renew the Term at least three hundred sixty-five (365) days prior to the expiration of the Initial Term. All of the provisions of this Lease shall be applicable during the Renewal Period.

3.3 Right to Terminate. Subject to the written consent of Construction Mortgage Lender, Lessor may terminate this Lease by written notice to Lessee within ten (10) Business Days after the termination of either or both Purchase Agreements. Such notice shall be effective upon receipt by Lessee.

Article 4. RENT

4.1 Rent: Except as otherwise provided in this Lease, from and after the date of Substantial Completion, all costs, charges, expenses, property taxes, assessments, insurance premiums, cost of maintenance, repair and replacement of and to the Property and all costs, charges, expenses, and other obligations of every kind and nature related to the Property shall be paid by Lessee, and such costs and payments to be made by Lessee hereunder shall be deemed, for the purposes of securing the collection thereof, to be rent due and owing hereunder (“Rent”). Each of State and County acknowledge and agree that nothing contained herein shall be deemed to relieve State or County from their respective obligations to pay Taxes under the State Purchase Agreement and County Purchase Agreement, respectively. For the avoidance of doubt, no “base” rent shall be payable by Lessee to Lessor during the Term, and Rent as used in this Lease expressly excludes same.

4.1.1 Property Taxes and Assessments. Subject to Lessee’s right to contest any Taxes and Assessments as set forth in Section 4.4 hereof, from and after the Acquisition Date, Lessee shall pay all amounts levied, assessed or otherwise imposed by Governmental Authorities (collectively, the “Taxing Authority” or the “Taxing Authorities”) against and relating solely to the Leased Premises and/or the Improvements for any period during the Term on and after the Acquisition Date for: (a) ad valorem real property taxes and municipal or special assessments payable in the same manner and at the same time as taxes, including without limitation assessments due special taxing districts (collectively, the “Taxes”); and (b) any and all assessments for public improvements or otherwise and related amounts that are not payable in the same manner and at the same time as Taxes (collectively, the “Assessments”). If all or any portion of Taxes and/or Assessments may be paid in installments, Lessee shall only be obligated to pay an amount equal to the installments of principal and, if applicable, interest, that are due and payable during the then current Lease Year, commencing with the earlier of (i) the date the same become a lien against the Property or (ii) the last date on which such installment is due without imposition of penalty or other charge for non-payment; provided that, nothing contained herein shall prevent Lessee or Lessor from paying such Taxes and/or Assessments in a lump sum, but shall determine the obligation of Lessee to reimburse Lessor in installments in such event. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be required to pay [a] franchise, corporate, single business, capital stock or similar taxes, if any, of Lessor, [b] income, excess profits, capital levy, or similar taxes determined on the basis of Lessor’s

net income, or rents or revenue, if any, of Lessor (including without limitation based upon the Rent or any other amounts due from Lessee hereunder), [c] any estate, inheritance, succession, gift, or similar taxes, if any, of Lessor, or [d] Taxes and/or Assessments allocable to any time period prior to the Acquisition Date. Lessor acknowledges that each entity comprising Lessee is a municipal unit or state agency and Lessee anticipates that Lessee will be exempt from property taxes based on such status. Notwithstanding anything to the contrary contained herein or in this Lease, (i) Lessee may petition the Taxing Authority to deem the Leased Premises and Improvements as tax exempt for the duration of the Term, and (ii) Lessor will cooperate with Lessee, at no cost to Lessor, to the extent reasonably necessary to obtain any property tax exemption from the Taxing Authority.

4.1.2 MRMC Assessments. From and after the date of Substantial Completion, Lessee shall be responsible to pay any and all user fees, charges, assessments and the like levied against the Leased Premises and/or the Improvements or otherwise charged to Lessor or Lessee by MRMC or any of its Affiliates with respect to or allocable to the Leased Premises and/or the Improvements (collectively, the “MRMC Assessments”), including without limitation:

(a) Lessee’s Proportionate Share Based on MCW Building Area of Annual Assessments, Special Assessments, Shortfall Special Assessments and User Fee Assessments (as those terms are defined in the Declaration of Restrictions); provided however that Lessee shall pay 100% of any Special Assessment and User Fee Assessment with respect to Lessee or the Leased Premises including, without limitation, all MRMC Assessments for snow removal from the Leased Premises, if any; and further provided that Lessee shall not be obligated to pay any Special Assessment or User Fee Assessment levied or charged solely with respect to property of Lessor other than the Leased Premises; and

(b) Charges imposed by MRMC Infrastructure, including without limitation, Lessee’s Proportionate Share Based on MCW Building Area of Infrastructure Base Charges and all costs for (i) unusual infrastructure or services to Lessee provided by MRMC Infrastructure or relocation of infrastructure systems or components at Lessee’s request for Lessee’s convenience, and (ii) if the Leased Premises or any portion thereof is used for private business use, Lessee’s impact on MRMC Infrastructure’s cost of capital based on private business use of the Subject Infrastructure.

If any MRMC Assessment is charged directly to Lessee, Lessee shall pay the same when due. If any MRMC Assessment is charged to Lessor, Lessor shall pay the same when due, and Lessee shall reimburse Lessor. Lessor shall deliver to Lessee a reasonably detailed written invoice (the “MRMC Assessment Invoice”) showing the MRMC Assessment for which Lessee is responsible to reimburse Lessor under the terms of this Lease. Lessee shall pay the amount due under the MRMC Assessment Invoice within forty-five (45) days of receipt. Notwithstanding anything to the contrary herein, MRMC Assessments shall not include (i) any share of costs of MRMC or its Affiliates to the extent such costs relate to the development of any expansion of the Campus beyond its current boundaries, and (ii) any share of costs of MRMC or its Affiliates for planning for development of parcels undeveloped as of the date of this Lease,

except to the extent the planning relates to the development of Campus infrastructure, including without limitation, Subject Infrastructure or utilities.

4.1.3 Other Expenses. Lessee shall pay to Lessor all costs, fees and expenses paid or incurred by Lessor during each calendar year of the Term in connection with the ownership of the Land or administration of this Lease, including, but not limited to, the following (unless the same are included in an MRMC Assessment Invoice): (a) labor costs, including, wages, salaries, social security and employment taxes, similar government charges, fringe benefits, medical and other types of insurance, uniforms, training, and retirement and pension plans for all persons who perform duties in connection with the ownership of the Land; (b) snow removal from any Roadways and other paved surfaces of the Campus and maintenance of the unimproved grounds and landscaping on the Campus to the extent Lessor is obligated to provide or pay for the same pursuant to the Declaration of Restrictions or MRMC Bylaws; (c) protective services; (d) all legal and accounting costs and fees for licenses and permits related to the ownership of the Land or administration of this Lease; (e) premiums and deductibles paid by Lessor for insurance, including workers compensation, general liability, rental loss, rent abatement, and other insurance; (f) utility charges (excluding those separately metered to Lessee); and (g) any other expenses or charges, whether or not described in this Section, which would be considered an expense of owning the Land or administering this Lease in accordance with generally accepted accounting principles or common administration practices. Prior to April 1 of each calendar year during the Term and the year immediately following the conclusion of the Term, Lessor shall deliver to Lessee a reasonably detailed, written invoice (“Statement”) showing the actual expenses for which Lessee is responsible to reimburse Lessor for such year under the terms of this Lease to the extent the same are not paid by Lessee pursuant to Sections 4.1.1 and 4.1.2. Lessee shall pay the amount due under the Statement within forty-five (45) days of receipt.

4.1.4 Audit. Lessee shall have the right to audit Lessor’s books and records related to any Rent payments or MRMC Assessments. In the event Lessee chooses to audit Lessor’s books and records, Lessee shall notify Lessor of any such intent within one hundred twenty (120) days of receipt of the MRMC Assessment Invoice or Statement, as applicable, and promptly after notification, Lessor shall permit and/or facilitate Lessee’s ability to review Lessor’s books and records related to the expenses set forth in such MRMC Assessment Invoice or Statement. Unless Lessee shall take written exception to any item in any such MRMC Assessment Invoice or Statement within such one hundred twenty (120) day period, such MRMC Assessment Invoice or Statement shall be considered final and accepted by Lessee. In the event that Lessee makes such timely written exception, and Lessee’s independent auditor (who shall not be paid on a contingency basis) certifies that Lessee was billed in excess of 103% of the actual costs to be reimbursed by Lessee under the terms of this Lease with respect to such MRMC Assessment Invoice (the “Actual MRMC Assessment Invoice Costs”) or in excess of 105% of the actual costs to be reimbursed by Lessee under the terms of this Lease with respect to such Statement (the “Actual Statement Costs”), as applicable, Lessor shall pay the cost of such audit, not to exceed \$5,000.00, and apply the excess amount billed to the next Rent and/or MRMC Assessments payable by Lessee to Lessor, unless at the end of the Term, in which event Lessor shall promptly refund such excess to Lessee. In the event that Lessee makes such timely written exception to an MRMC

Assessment Invoice or Statement, and Lessee's independent certified public accountant certifies that Lessee was billed in excess of the Actual MRMC Assessment Invoice Costs or Actual Statement Costs of such MRMC Assessment Invoice or Statement, as applicable, but equal to or less than 103% of the Actual MRMC Assessment Invoice Costs or 103% of the Actual Statement Costs, as applicable, then Lessor shall only be responsible for any excess amount and Lessee shall be solely responsible for the cost of Lessee's audit.

4.1.5 Miscellaneous. Lessee shall pay such other amounts expressly required to be paid by Lessee pursuant to this Lease to or on behalf of Lessor, and any amounts advanced by Lessor on behalf of Lessee in accordance with the terms of this Lease. All Taxes, Assessments and MRMC Assessments for the tax period beginning in the Lease Year in which the date of Substantial Completion occurs, and the tax period ending in the last Lease Year shall be apportioned so that Lessee shall pay the proportionate part of such Taxes, Assessments and MRMC Assessments which correspond with the portion of such tax period occurring after the date of Substantial Completion and within such final Lease Year. If Lessee makes direct payment of Taxes, Assessments and MRMC Assessments, Lessee shall provide to Lessor receipts or other proof of payment acceptable to Lessor evidencing such payment prior to the later of: (a) ten (10) Business Days after the date on which Lessee is required to pay such Taxes, Assessments and MRMC Assessments; and (b) ten (10) Business Days after the date on which Lessor requests such receipts or other proof of payment from Lessee; provided that such date shall be after the deadline for the payment of the same.

4.2 Payment of Rent. All payments of Rent, subject to payments of Rent to be paid directly to Persons other than Lessor pursuant to this Lease, shall be delivered to Lessor at 8701 West Watertown Plank Road, Wauwatosa, Wisconsin, Attn: Accounts Payable, or at such other address as Lessor shall specifically designate in writing to Lessee (in accordance with the requirements of Section 20.1) for the payment of Rent hereunder. Except as otherwise provided herein, all payments of Rent required to be paid to Persons other than Lessor shall be paid directly to such Persons on or before the latest date such amount is due without any additional fine, penalty, interest or other costs for nonpayment of such amount, and Lessee covenants to furnish to Lessor promptly following request proof evidencing such payments in a commercially reasonable form available to Lessee. Lessor appoints Lessee the attorney-in-fact of Lessor for the purpose of making all such payments of Rent required to be made to Persons other than Lessor. In case any such Person shall refuse to deliver notice of payments due to, and/or accept payment of such Rent from, Lessee, then Lessor shall, in its sole discretion: (a) provide to Lessee, sufficiently in advance of the due date in order to enable timely payment, a copy of such notice of payments due; and/or (b) pay such Rent on or before the latest date such amount is due without any additional fine, penalty, interest or other costs for nonpayment of such amount, in which event Lessee shall pay such Rent directly to Lessor within ten (10) Business Days after receipt of evidence that Lessor has paid the same, and thereupon Lessee shall be relieved of any further obligation with respect to such Rent. If Lessor fails to comply with either of the foregoing obligations in (a) or (b), then Lessee may pay any delinquent amounts due and offset the amount so paid against Rent. If Lessee shall receive any notice of non-payment of any such payments of Rent required to be paid to Persons other than Lessor, Lessee covenants to promptly give notice thereof to Lessor. Any party obligated under this Lease to deliver payment prior to the latest date such amount is due without any additional fine, penalty, interest or other costs for

nonpayment of such amount shall be obligated to pay or reimburse the other party (as the case may be) for all such fines, penalties, interest or other costs for nonpayment incurred as a result of its failure to do so.

4.3 Late Charge on Past Due Amounts. If Lessor does not receive any Rent payment within five (5) Business Days after such payment is due (or, with respect to any Rent payable by Lessee to Lessor and due and payable on July 1 of a given year, on or before July 15th of such year), Lessee shall pay to Lessor a late charge equal to one percent (1%) of the overdue amount (“Late Charge”). The parties agree that the Late Charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of such late payment. Lessee’s payment of the Late Charge shall not excuse or cure any default by Lessee under this Lease and shall be payable by Lessee to Lessor in addition to any other rights and remedies Lessor may have for such late payment.

4.4 Contests. Lessee, after prior written notice to Lessor and, if legally required, in the name of Lessor, shall have the right, but not the obligation, at Lessee’s sole cost and expense, to contest by appropriate legal proceedings: (a) the amount, validity or application, in whole or in part, of any obligation to Persons other than Lessor for which Lessee is responsible for paying as Rent or otherwise under this Lease, or any lien against all or any part of the Property on account thereof, including without limitation Taxes and Assessments (for avoidance of doubt, Lessee shall not contest the validity or application of any reasonable MRMC Assessment); (b) any requirements of Applicable Law; or (c) any liens against all or any part of the Property, including without limitation, liens of mechanics, laborers or materialmen; provided that: (i) in the case of liens of mechanics, laborers or materialmen, within ninety (90) days after Lessee’s receipt of actual notice of the filing thereof, Lessee shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided that, if Lessee fails to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, after ten (10) days’ notice to Lessee, discharge the same by procuring the discharge of such lien by deposit or by bonding proceedings; (ii) neither the Fee Estate, the Leasehold Estate or the Rent or other sums payable pursuant to this Lease would be in any danger of being sold, forfeited or lost by reason of such proceedings (as applicable); and Lessee shall have furnished a bond, letter of credit or other security therefore satisfactory to Lessor in an amount equal to the reasonably estimated loss, cost, expense or damage due to such contest plus any additional civil liability for failure to comply therewith, and provided the Property would not be subject to the imposition of any lien, as a result of such failure, which is not properly contested pursuant to this Section; and (iii) in the case of requirements of Applicable Law and the other provisions of this Lease, Lessor would not be in any danger of any criminal liability. Lessor shall execute and deliver to Lessee such authorizations and other documents and otherwise cooperate with Lessee as may reasonably be required in any proceedings brought by Lessee in connection with any contest described in this Section and, if reasonably requested by Lessee, shall join as a party therein. Subject to compliance with Applicable Law, Lessee may defer payment of any contested obligations. Notwithstanding the foregoing, Lessor may pay any of such obligations being contested by Lessee if Lessor determines in its reasonable judgment that payment is necessary to protect the Fee Estate and Lessee shall reimburse Lessor for such payments not later than ten (10) Business Days following demand for such reimbursement by Lessor. Lessee shall be entitled to all

refunds associated with Lessee's successful prosecution of any such proceeding that relate to any period during the Term (except to the extent Lessor has previously paid same in accordance with the foregoing). Nothing herein shall preclude Lessor or Lessee from contesting Taxes or Assessments applicable to periods of time prior to or after the Term.

Article 5. INSURANCE

5.1 Lessee's Insurance. Commencing on the date on which Lessee acquires the Improvements pursuant to the Purchase Agreements, Lessee shall maintain or cause to be maintained in force during the Term the policies of insurance hereinafter described in this Section 5.1 and furnish to Lessor a certificate thereof (or such other document or duplicate policy) evidencing the coverage, promptly following Lessor's request from time to time. For the avoidance of doubt, Lessee shall be in compliance with its insurance obligations under this Lease if the Condominium Association carries such insurance in compliance with the terms of this Section 5.1. Each such policy shall be issued by a responsible insurance company authorized to do business in the State and having an A.M. Best Company Financial Strength Rating of not less than A- and a Financial Size Category Rating of not less than X in Best's Insurance Reports, or such comparable ratings in the event A.M. Best Company no longer provides such ratings. To the extent available, all policies of insurance required to be maintained by Lessee hereunder shall be endorsed with a provision requiring the insurer to give Lessor at least thirty (30) days' written notice prior to any cancellation or material change in or nonrenewal of policy provisions. Nothing herein shall be deemed to relieve State or County from their respective obligations to maintain, or cause to be maintained, insurance under the Construction Access Agreement.

5.1.1 Commercial General Liability Insurance. Commencing on the date on which Lessee acquires the Improvements pursuant to the Purchase Agreements, Lessee's commercial general liability insurance policy shall insure Lessee and Lessor, as an additional insured, against any and all losses, claims, demands or actions whatsoever in an amount not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage. Lessee shall be permitted to satisfy the foregoing insurance obligation by any combination of commercial general liability or excess/umbrella liability insurance. Lessor may require that the foregoing coverage limit be increased from time to time as may be commercially reasonable. Lessor shall be endorsed as an additional insured on a primary and noncontributory bases on the foregoing policy. During the construction of any Alterations (as defined in Section 6.2), Lessee's general contractor or construction manager shall maintain the same coverage, limits and endorsements in favor of Lessor as provided above. Lessor shall also have a waiver of subrogation in Lessor's favor under all of Lessee's and Lessee's contractors' worker's compensation policies.

5.1.2 Property Insurance. Commencing on the date on which Lessee acquires the Improvements pursuant to the Purchase Agreements, Lessee shall provide a comprehensive risk insurance policy which shall contain an "agreed amount clause" endorsement in an amount not less than the full replacement cost of the Improvements (excluding foundation and excavation costs, and without deduction for depreciation) and other property of Lessee located on the Leased Premises. If Lessor, Lessee and the insurer are unable to agree on the full replacement cost of the Improvements then, on written request by

Lessor to Lessee, but not more frequently than once every five (5) years during the Term, Lessee shall obtain an appraisal of the Improvements from a qualified appraiser acceptable to the insurer for purposes of substantiating the replacement cost thereof. If Lessee furnishes any or a portion of the insurance so required under a blanket policy, such blanket policy shall contain an endorsement that references specifically the Property and other requirements set forth in this Lease.

5.1.3 Builder's Risk Coverage. Lessee shall maintain or cause to be maintained builder's risk insurance in an amount no less than the full replacement cost of the Alterations during the construction of any Alterations. For the avoidance of doubt, Lessor acknowledges and agrees that Lessee shall have no obligation to carry, or cause to be carried, builder's risk insurance in connection with any construction activities prior to the Acquisition Date.

5.2 Mutual Waiver of Subrogation Rights. Following the Acquisition Date, neither party hereunder shall be liable to the other party for any insurable damage to the Improvements or any of Lessee's machinery, equipment, inventory, trade fixtures or other personal property in, on or about the Improvements or the Leased Premises regardless of the cause, and each party hereby releases the other party from any such liability and hereby waives any rights of recovery against such party. If Lessee fails to carry the insurance required under this Lease or elects to self-insure, Lessee shall be deemed to have been fully insured and to have collected the full amount of any loss. If applicable, the provisions of this Section 5.2 shall supersede any provision to the contrary that may be contained in this Lease. For avoidance of doubt, prior to the Acquisition Date, Lessor shall not be liable to Lessee for any damage to the Improvements or any of Lessee's machinery, equipment, inventory, trade fixtures or other personal property in, on or about the Improvements or the Leased Premises regardless of the cause, except as may be provided in the Purchase Agreements and/or the Construction Access Agreement.

Article 6. CONSTRUCTION, ALTERATION AND RE-CONSTRUCTION OF IMPROVEMENTS

6.1 Delivery of Leased Premises. Lessor shall deliver the Leased Premises to Lessee on the Commencement Date (the "Delivery Date") for purposes of allowing FSPMC and Developer to complete any and all work necessary to satisfy FSPMC's obligations under the State Purchase Agreement and County Purchase Agreement. The parties acknowledge that on the Delivery Date, possession of the subject matter of the Purchase Agreements shall have been transferred for purposes of Wis. Stat. sec. 706.12; notwithstanding the foregoing, Lessee's possession of the Property hereunder shall be subject to the Construction Access Agreement, and, except as set forth in the Construction Access Agreement and the Purchase Agreements, Lessee shall have no right to use or occupy the Property until the Acquisition Date. Lessee shall be deemed to have accepted the Leased Premises in its condition existing as of the Delivery Date. Lessee acknowledges that neither Lessor, nor any principal, agent, attorney, employee, broker, or other representative of Lessor has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the Leased Premises or any matter related thereto, including but not limited to any representation or warranty as to merchantability or fitness for a particular purpose. Lessee is not relying on any warranty, representation, or

covenant, express or implied, with respect to the condition of the Leased Premises, and Lessee is leasing the Leased Premises in its "AS-IS" condition with all faults. In particular, but without limitation, Lessor makes no representations or warranties with respect to the use, condition, occupation or management of the Leased Premises, compliance of the Leased Premises with statutes, laws, codes, ordinances, regulations or requirements or compliance of the Leased Premises with Applicable Laws. Subject to Section 6.2, commencing on the Acquisition Date, Improvements, alterations and additions to the Leased Premises that Lessee may deem necessary during the Term may be made by Lessee, at Lessee's sole cost and expense. For the avoidance of doubt, Section 6.2 shall not apply to the construction of the Improvements that are to be constructed for Lessee under the Purchase Agreements, and the same are hereby approved and consented to by Lessor.

6.2 Alterations. Commencing on the Acquisition Date, Lessee may make alterations to the Leased Premises and Improvements ("Alterations") in accordance and compliance with all Applicable Laws and the Permitted Exceptions. All work done in connection with such Alterations ("Work") shall be performed in a good and workmanlike manner and in compliance with all Applicable Laws and the Permitted Exceptions. Prior to Lessee's commencement of any exterior Work, Lessee shall submit exterior (including lighting) plans, specifications and elevations detailing such Alterations to Lessor for its approval, which approval shall not be unreasonably delayed, conditioned or withheld; provided, however, that the Alterations must be of a first class quality consistent and compatible with other developments of Lessor on Campus. Lessor shall deliver written notice to Lessee of its approval or disapproval of any plans and specifications submitted by Lessee within fifteen (15) Business Days after receipt of the same; provided that any notice of disapproval of such plans and specifications shall be accompanied by a reasonable explanation of Lessor's reasons for the disapproval and/or conditions for approval. Lessor shall approve or disapprove any plans and specifications resubmitted by Lessee in response to Lessor's prior objections or conditions, if applicable, within ten (10) Business Days after receipt of the same. If Lessor fails to approve or disapprove the submitted or resubmitted plans and specifications within the required period above (as applicable) and fails to respond within five (5) Business Days of a second notice from Lessee, Lessor shall be deemed to have approved the same. The plans and specifications approved or deemed to have been approved by Lessor are hereinafter referred to as the "Approved Plans," and the Work described therein is hereinafter referred to as the "Approved Work." Lessor's approval of the Approved Plans is not a representation or warranty of Lessor as to their compliance with Applicable Laws or the Permitted Exceptions and Lessor's approval of any plans shall not render Lessor liable therefore. Lessee shall keep Lessor reasonably informed regarding completion of the Approved Work. Notwithstanding the forgoing, Landlord's consent to exterior Alterations that do not affect the Land shall not be required if such exterior Alterations consist solely of the replacement of exterior components, cosmetic updates or other Alterations to the extent not exceeding \$250,000 in any twelve (12) month period. The parties acknowledge that the following types of Alterations, without limitation, shall be deemed to affect the Land: any excavation; any change of grade; installation of equipment outside the Building; and any Alteration that has the potential to cause a condition that would require removal, abatement, containment and or restoration under Applicable Laws.

6.3 Signage. Lessor reserves the right to install, at Lessor's cost, which cost shall not be reimbursed by Lessee notwithstanding Article 4, one display in the interior of the Building identifying Lessor as a participant in the development of the Building ("Lessor's Signage"). Lessee shall have the right to approve the size, design, wording, and location of Lessor's Signage prior to any installation thereof, which may be withheld in Lessee's sole discretion. Lessee shall maintain Lessor's Signage in its approved location in good condition and repair, provided, however, that Lessor shall reimburse Lessee for the actual reasonable cost of repair or replacement of Lessor's Signage promptly after written demand therefor.

Article 7. TITLE TO IMPROVEMENTS; FEE MORTGAGES

7.1 Title to Improvements. Commencing on the date on which Lessee acquires the Improvements pursuant to the Purchase Agreements, the Improvements shall be the property of Lessee during the remaining Term of this Lease, and Lessee shall hold legal title thereto. On termination of this Lease, subject to the rights of Construction Mortgage Lender, the Improvements (excepting trade fixtures and other personal property installed by and belonging to the Lessee Group) shall, subject to the terms of this Lease, revert to and become the property of Lessor.

7.2 Fee Estate Financing. Notwithstanding anything to the contrary contained in this Lease, Lessor shall have the right, at any time during the Term to mortgage the Fee Estate, provided that any such mortgages now existing or hereafter created on or against the Fee Estate (each a "Fee Mortgage", and all renewals, modifications and extensions thereof, shall be subject and subordinate to, and shall not encumber or attach to or otherwise affect this Lease. Upon any Foreclosure Event under a Fee Mortgage, the resulting owner of the Fee Estate shall succeed only to the Fee Estate, subject to this Lease. A "Foreclosure Event" means any foreclosure, deed or other conveyance in lieu of foreclosure, similar exercise of rights or remedies under a Fee Mortgage or transfer by operation of, or through, a bankruptcy, receivership or other insolvency proceeding.

Article 8. ASSIGNMENT AND SUBLEASE

8.1 Lessee's Right to Assign

8.1.1 Except as expressly provided herein, Lessee shall not have the right to assign or otherwise transfer its right, title and interest in and to all or any portion of this Lease, the leasehold estate in the Leased Premises created hereby, and/or the Improvements (collectively, the "Leasehold Estate") without the consent of Lessor, which consent may be withheld in Lessor's sole discretion.

8.1.2 Upon written request by Lessor, Lessee shall grant a commercially reasonable leasehold mortgage or deed of trust or other lien encumbering its interest in this Lease, on a form reasonably acceptable to Lessee, and/or the leasehold estate in the Leased Premises created hereby (the "Construction Loan Leasehold Mortgage") to FSPMC's construction lender, U.S. Bank Trust Company, National Association, together with its successors and assigns, (the "Construction Mortgage Lender"), which Construction Loan

Leasehold Mortgage shall be satisfied of record concurrently with the consummation of the closings contemplated by the Purchase Agreements. Lessee shall have no other right to mortgage, pledge, or otherwise encumber Lessee's interest in this Lease or the Leasehold Estate.

8.1.3 Notwithstanding anything in this Lease to the contrary, Lessee shall not record the Condominium Declaration without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

8.2 Lessee's Right to Sublease. Notwithstanding any provision contained herein to the contrary, Lessee shall not sublease, license and otherwise demise space in the Improvements without the prior written consent of Lessor, which consent shall not be unreasonably withheld by Lessor provided that (a) Lessor has received a copy of an executed written agreement setting forth the terms of such sublease, license or other demise (each, a "Space Lease"), and (b) such Space Lease shall comply with this Lease, be made expressly subject and subordinate to this Lease and not have a term that extends beyond the Term of this Lease unless Lessor expressly approves the same in writing. For the avoidance of doubt, Lessor approves and acknowledges that Versiti Wisconsin, Inc. ("Versiti") may be a Space Tenant within the Improvement and, provided Versiti's use is included in the Permitted Uses and the requirements of (a) and (b) in the preceding sentence have been met, Lessee shall not be required to seek any additional approvals from Lessor in relation to the same. If this Lease is terminated for any reason and Lessor in Lessor's sole discretion consents to the continuation of a Space Lease, Lessor shall honor such Space Lease as if it was a direct lease between Lessor and such Space Tenant; provided, however, that Lessor shall not be liable for any breach of any obligations owed by Lessee, as sublessor or otherwise to such Space Tenant under such Space Lease, nor shall Lessor be liable to such Space Tenant for the (y) return of any sums on deposit with Lessee, including, without limitation, security deposits, and rent paid more than one (1) month in advance, or (z) payment of any allowance to be provided under the terms of their Space Lease, including, without limitation, leasehold improvement allowances, unless such sums on deposit or the cash value of such allowances are actually transferred by Lessee to Lessor. No sublease, license or other demise of space in the Improvements shall affect any obligations of Lessee or rights of Lessor under this Lease, all of which shall continue in full force and effect notwithstanding any such sublease, license or demise. Consent to any sublease, license or other demise of space in the Improvements shall not operate as a waiver of the necessity of consent to any subsequent sublease, license or other demise, and the terms of such consent shall be binding upon any person holding by, under or through Lessee.

8.3 Rights of Construction Mortgage Lender.

8.3.1 Notice of Defaults. Lessor shall provide to the Construction Mortgage Lender a copy of any notice it gives Lessee of an Event of Default or any event or condition that, with the passage of time or otherwise, may mature into an Event of Default, addressed to the Construction Mortgage Lender at 1555 North RiverCenter Drive, Suite 203, Milwaukee, WI 53212, Attention: Global Corporate Trust or any mailing address hereafter furnished by the Construction Mortgage Lender, and Lessor shall not terminate this Lease by reason of the occurrence of any Event of Default hereunder unless Lessor shall have given the Construction

Mortgage Lender such notice, and such Event of Default shall not have been cured by the Construction Mortgage Lender as provided below.

8.3.2 Performance by the Construction Mortgage Lender. Lessee irrevocably directs that Lessor accept, and Lessor agrees to accept, performance by the Construction Mortgage Lender (though, for the avoidance of doubt, the Construction Mortgage Lender shall have no obligation with respect to such performance) of any term, covenant, agreement, provision, condition or limitation on Lessee's part to be performed or observed as though performed or observed by Lessee, irrespective of whether an Event of Default has occurred, provided such performance by the Construction Mortgage Lender shall occur within the time prescribed therefor in Sections 11.1.1 through 11.1.3, as applicable (the "Original Cure Period") of this Lease, plus an additional grace period of one hundred twenty (120) days thereafter (the "Lender's Cure Period") or, if said Event of Default is curable but not within the Lender's Cure Period, then within such additional time as may be necessary to cure the same provided the Construction Mortgage Lender commences the curing thereof within the Lender's Cure Period and thereafter prosecutes the curing of such Event of Default to completion with all due diligence; provided, however, with respect to any Event of Default hereunder which cannot be cured by the Construction Mortgage Lender until it obtains possession of the Leased Premises, the provisions below regarding foreclosure shall apply. For avoidance of doubt, if Construction Mortgage Lender receives a Non-Defaulting Party Notice to Cure, the Non-Defaulting Party Cure Period shall not extend the Original Cure Period for the purpose of this Section 8.3.2 and shall run simultaneously with the Lender's Grace Period.

8.3.3 Cure After Foreclosure. If an Event of Default occurs under this Lease that cannot be cured by the Construction Mortgage Lender without first obtaining possession of the Leased Premises, then, and notwithstanding any other provision contained in this Lease, Lessor shall not terminate this Lease by reason of such Event of Default if (i) the Construction Mortgage Lender, within the Lender's Cure Period, shall have commenced, and thereafter diligently proceeds with, an appropriate proceeding to foreclose such mortgage or otherwise obtain possession of the Leased Premises, and (ii) the Construction Mortgage Lender shall have cured such Event of Default within one hundred twenty (120) days following its obtaining possession of the Leased Premises (or, if said Event of Default is curable but not within said one hundred twenty (120) day period, then within such additional time as maybe necessary to cure the same provided the Construction Mortgage Lender commences the curing thereof within such one hundred twenty (120) day period and thereafter prosecutes the curing of such Event of Default to completion with all due diligence). Notwithstanding the foregoing, if Construction Mortgage Lender receives a Non-Defaulting Party Notice to Cure, Lender shall not foreclose such mortgage or otherwise obtain possession of the Leased Premises until the expiration of the Non-Defaulting Party Cure Period.

8.3.4 Effect of Foreclosure. During the pendency of any foreclosure proceedings, the Construction Mortgage Lender shall fully perform all the obligations of Lessee under this Lease that can be performed by the Construction Mortgage Lender without possession of the Leased Premises. In the event the Construction Mortgage Lender or any purchaser at a judicial or non judicial foreclosure sale (a "purchaser") or any party first

succeeding to the interest of the Construction Mortgage Lender or any purchaser in the Leasehold Estate (any such party, the Construction Mortgage Lender and any purchaser, a “Covered Transferee”) acquires title to the Leasehold Estate through such a foreclosure proceeding, by deed in lieu thereof, or otherwise, it shall thereupon become subrogated to all the rights of Lessee under this Lease whereupon:

- (a) Lessee shall have no further rights hereunder; and
- (b) the Covered Transferee shall forthwith be obligated to assume and perform each and all of Lessee’s obligations and covenants hereunder.

8.3.5 Estoppel Certificate. Upon the written request of Lessee or a Covered Transferee or prospective Covered Transferee, and for the benefit of Lessee and such Covered Transferee or prospective Covered Transferee or its nominee, Lessor will promptly deliver to Lessee or such party a certificate covering the matters specified in Section 19.1 below.

8.3.6 Further Assignment and Subleasing by Covered Transferee; Inapplicability of Use Restrictions to Covered Transferee. Notwithstanding anything to the contrary contained in this Article 8 or elsewhere, a Covered Transferee, on or after acquiring ownership of Lessee’s Leasehold Estate, may assign this Lease without the necessity of obtaining Lessor’s consent and, upon any such assignment, provided such assignee shall assume and agree to perform and be bound by all of the terms hereof, the Covered Transferee shall be released from all liability hereunder except for obligations occurring during its ownership of the Leasehold Estate. In addition, a Covered Transferee may sublease, license and otherwise demise space in the Improvements with the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, except that Lessor may at its sole discretion withhold, condition or delay consent any such sublease, license or other demise of space in the Improvements if the proposed use of any such subleased, licensed or otherwise demised space (a) would reasonably be expected to compete with Lessor’s use of the Campus as it then exists (any such competing use, a “Competing Use”) or (b) would impair the tax-exempt nature of the bonds secured by the Construction Loan Leasehold Mortgage. Further, notwithstanding anything to the contrary contained in this Lease, and subject to the requirement for Lessor’s consent set forth in the preceding sentence, the prescribed Permitted Uses set forth in Section 9.1.2 shall not apply to any use or occupancy of the Building during the period of ownership thereof by any Covered Transferee or its successors in interest.

8.3.7 New Lease. If this Lease is terminated as to any portion of the Leased Premises by reason of an Event of Default or as a result of a bankruptcy proceeding of Lessee, or if this Lease is disaffirmed by a receiver, liquidator or trustee for Lessee or its property, Lessor, if requested by any Covered Transferee with respect to such portion of the Leased Premises, shall negotiate in good faith with such party for a new lease as to such portion of the Leased Premises with such party.

8.3.8 Modification of Lessee’s Indemnification Obligation. Notwithstanding anything to the contrary in Sections 12.1.1 and 12.1.2 of this Lease, the terms of this Section

8.3.8 shall apply at any time that Lessee (including without limitation any Covered Transferee) is not comprised solely of an agency or municipality of the State of Wisconsin.

(a) Lessee shall indemnify and save the Lessor Indemnitees harmless against and from all Claims, including without limitation reasonable attorneys' and architect's fees, which may be imposed on or incurred by or asserted against the Lessor Indemnitees by reason of any of the following occurrences during the Term, except to the extent caused by the negligence of any of the Lessor Indemnitees:

(i) any work done in or about the Property or any part thereof by the Lessee Group or any party acting on the behalf of the Lessee Group;

(ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Property or any part thereof by the Lessee Group or any party acting on the behalf of the Lessee Group;

(iii) any negligence or intentional misconduct on the part of the Lessee Group or any party acting on the behalf of the Lessee Group; or

(iv) any accident, injury, death or damages to any person or property occurring in, on or about the Property or any part thereof, to any action or omission by the Lessee Group or any party acting on or failing to act on the behalf of the Lessee Group.

In case any action or proceeding is brought against any of the Lessor Indemnitees by reason of any such Claim, Lessee, on receipt of written notice from such Lessor Indemnitee, shall, at Lessee's expense, resist or defend such action or proceeding using counsel reasonably acceptable to such Lessor Indemnitee. If Lessee has insurance policies covering any of the aforementioned risks, no claim shall be made against Lessee under this Section 8.3.8(b) unless and until the insurer shall fail or refuse to defend and/or pay all or any part thereof.

(b) Lessee shall indemnify Lessor for Claims which may be directly imposed upon or directly incurred by or asserted against Lessor as a result of any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

Article 9. USE AND OPERATIONAL COVENANTS

9.1 Use.

9.1.1 Lessee shall use the Leased Premises primarily for the ownership and lawful operation of the Building and such related and incidental uses thereto and for no other purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

9.1.2 The Building shall be primarily occupied by and used as offices by Milwaukee County Medical Examiner Office and Milwaukee County Office of Emergency Management (collectively, the "County Uses"), as crime laboratory and supporting office by

the State of Wisconsin, Department of Administration Milwaukee (collectively, the “State Uses”), and for administrative, academic and research purposes that are synergistic with the County Uses and State Uses (collectively the “General Uses;” together with the County Uses and State Uses hereinafter the “Permitted Uses”), except that Lessor shall not unreasonably withhold, condition or delay its approval of any occupancy and use of the Building for the purpose of operating a retail or consumer business offering goods, services or other conveniences to occupants of the Building and/or the Campus.

9.1.3 Lessor and Lessee acknowledge and agree that (i) smoking is currently prohibited within the Campus, and (ii) despite such general prohibition, Lessor shall permit, subject to the Campus Rules (as defined below) and all Applicable Laws, the smoking of tobacco products and the use of e-cigarettes and vapor cigarettes by the employees, agents, and invitees of Lessee within an exterior area of the Leased Premises designated by Lessor, which area shall not be within twenty-five feet (25’) of any entrance door, opening or building air intake. Lessee shall also comply with all rules and regulations to regulate the use of the Campus which may from time to time be established by MRMC in writing (the “Campus Rules”), and any modifications or amendments thereto provided they are applied uniformly to the Campus.

9.2 Covenant Against Liens and Encumbrances. Lessee shall work diligently to discharge or release any lien, encumbrance or charge upon the Property or any part thereof created by Lessee after the Effective Date, including without limitation any mechanic’s, laborer’s or materialman’s lien in connection with the Approved Work, other than: (a) this Lease; (b) any Space Lease; (c) liens for Taxes, Assessments or other amounts not yet due and payable, or payable without the addition of any fine, penalty, interest or other costs for nonpayment of such amount, or being contested by Lessee as permitted by Section 4.4; (d) the Construction Leasehold Mortgage; and (e) as otherwise set forth or contemplated by this Lease or consented to by Lessor.

Article 10. MANAGEMENT, MAINTENANCE AND REPAIR OF THE PROPERTY

10.1 Management of Leased Premises and Improvements. Lessee shall maintain the Property in a clean and neat appearance and in good condition, make all necessary repairs and replacements of the Property so that the same are kept structurally sound, aesthetically attractive and otherwise maintain, operate and manage the Property in compliance with Applicable Law and the Permitted Exceptions.

10.2 Utilities. Lessee shall be responsible, at Lessee’s sole cost and expense, for providing for the use and consumption of water, sanitary sewer, storm water drainage, electric, gas, steam and chilled water, telephone, cable, internet and all other necessary utilities and other services customarily required for the operation of the Improvements at the Property, except as otherwise set forth in this Lease.

10.3 Compliance with Applicable Laws. Lessee shall comply in all material respects with all Applicable Laws pertaining to the Property and the Permitted Exceptions.

10.4 Hazardous Material. Lessee shall not cause or knowingly permit any Hazardous Material to be brought upon, kept, used or produced by any member of the Lessee Group in or about the Property except for Hazardous Materials kept, used or produced by Lessee in the ordinary course of and in such limited quantities as is reasonably necessary for development, construction and operation of the Improvements, or by any other member of the Lessee Group in the ordinary course of and in such limited quantities as is reasonably necessary for its business, including without limitation household and commercial cleaning chemicals, blood and blood products, body parts and tissue, laboratory wastes, discarded cultures, specimens, waste products, vaccines and associated items, and used hypodermic needles, syringes, scalpel blades and similar equipment or devices, all other medical wastes, and Hazardous Materials consistent with the uses permitted under this Lease, and those Hazardous Materials identified on Exhibit F attached hereto and made a part hereof, provided that: (a) all Hazardous Materials shall be kept, used and produced in a manner and location in compliance with all Applicable Laws; (b) the keeper, user and producer of such Hazardous Materials shall obtain any required permits, pay any fees and provide any testing required by any governmental or other regulatory authority in connection therewith; (c) such Hazardous Materials shall be removed and disposed of pursuant to and in compliance with all Applicable Laws and, in any event, all such Hazardous Materials shall be removed or otherwise remediated, abated or contained in accordance with Applicable Laws from or at the Property at the expiration, cancellation or termination of this Lease; (d) Lessee shall perform or cause any user of Hazardous Materials to perform any clean-up, remediation, removal, abatement, containment and/or restoration thereof that is required by Applicable Laws diligently and pursuant to all Applicable Laws; (e) no Hazardous Materials may be kept outside of the Building; (f) expired or obsolete Hazardous Substances may be kept, used or produced on the Leased Premises; and (g) Lessor and any Lessor Affiliate that is a Space Tenant shall not be included as part of the Lessee Group. Lessee's indemnification obligations pursuant to Section 12.1 of this Lease shall extend to any and all Claims resulting from death or injury to any person or damage to any property whatsoever during or after the Term, including without limitation Claims for diminution in value of the Property, damages for the loss or restriction on use of the Property, sums paid in settlement of Claims, and reasonable attorneys' fees, consultant fees and expert fees, to the extent arising from or caused by Hazardous Materials introduced on, under or about the Property by the Lessee Group (excluding the Lessor and any Lessor Affiliate that is a Space Tenant) after the Acquisition Date, including but not limited to the cost of any investigation of site conditions and any and all clean-up, remediation, removal, abatement, containment and/or restoration performed by any Person in connection therewith that is required by any Governmental Authority because of such presence of such Hazardous Materials or any breach by Lessee of the terms of this Section 10.4.

10.5 Definition of Hazardous Material. As used in this Lease, the term "Hazardous Material(s)" means any harmful, radioactive, dangerous, infectious, hazardous or toxic liquid, gas, solid, substance, material or waste, which is or becomes regulated by any Governmental Authority. The term "Hazardous Material(s)" includes, without limitation, any material or substance which is: (a) petroleum; (b) asbestos; (c) radioactive material or waste; (d) infectious waste; (e) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (f) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (g) defined as a "hazardous substance" pursuant to Section 101 of the

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601); (h) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*) or defined as a “PCB;” (i) medical wastes; or (j) any other substance or material similarly classified by any Applicable Law, whether now existing or hereinafter enacted.

Article 11. DEFAULT AND REMEDIES

11.1 Event of Default by Lessee. Each of the following shall be deemed an “Event of Default” by Lessee:

11.1.1 Failure to pay Rent or any other sum payable by Lessee hereunder as and when due if such failure shall continue for a period of fifteen (15) Business Days after receipt of written notice thereof from Lessor to Lessee.

11.1.2 The failure to perform any act to be performed by Lessee hereunder or to observe or comply with any provision, condition or covenant contained herein (other than the obligations set forth in Section 11.1.1), and such failure continues for more than thirty (30) Business Days after receipt of written notice thereof from Lessor to Lessee, provided that, if such failure is of a type that is not reasonably susceptible of cure within thirty (30) Business Days and Lessee commences the cure thereof within such thirty (30) Business Day period and prosecutes the same diligently to completion, such cure period shall be extended as may be reasonably necessary in order for Lessee to complete such cure, provided that in no event shall such cure period exceed ninety (90) Business Days.

11.1.3 The occurrence of any of the following: (a) entry by a court having appropriate jurisdiction of a decree or order for relief in respect of Lessee in an involuntary case under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official (hereinafter collectively referred to as “receiver or trustee”) of Lessee or for any substantial part of Lessee’s property, or ordering the winding-up or liquidation of Lessee’s affairs, and such decree or order shall remain unstayed and in effect for a period of one hundred twenty (120) consecutive days; (b) Lessee’s (i) commencement of a voluntary case under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, (ii) consent to the entry of an order for relief in an involuntary case under any such Applicable Law, (iii) consent to the appointment of or taking possession by a receiver or trustee of Lessee or of any substantial part of Lessee’s property, or ordering the winding-up or liquidation of Lessee’s affairs, (iv) making of a general assignment for the benefit of creditors; or (c) dissolution or termination of Lessee’s existence that is not remedied within sixty (60) days after Lessee receives actual notice of such dissolution or termination.

11.2 Default of Lessor. Lessor’s failure to perform any act to be performed by Lessor hereunder, or to observe or comply with any provision, condition or covenant contained herein, that continues for more than thirty (30) Business Days after written notice of such failure is delivered to Lessor, shall be deemed a default by Lessor under this Lease, provided that, if such failure is of a type that is not reasonably susceptible of cure within thirty (30) Business Days and Lessor commences the cure thereof within such thirty (30) Business Day period and prosecutes

the same diligently to completion, such cure period shall be extended as may be reasonably necessary in order for Lessor to complete such cure.

11.3 Lessor's Remedies. Upon the occurrence and continuance of any Event of Default by Lessee, Lessor may, in addition to any other remedies provided at law or in equity:

11.3.1 Enter on the Leased Premises and/or take all other commercially reasonable action in order to cure such Event of Default consistent with the terms and conditions of this Lease (as may be applicable), provided same is capable of being cured in such manner.

11.3.2 Terminate this Lease upon written notice to Lessee, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter on and take possession of the Leased Premises and expel or remove Lessee.

11.4 Expenses. Upon the occurrence of any Event of Default by Lessee or default by Lessor hereunder, the defaulting party shall promptly, upon request, reimburse the nondefaulting party for all costs and expenses reasonably incurred in enforcing the obligations under this Lease, including, without limitation, reasonable attorneys' fees.

11.5 Lessee's Remedies. Upon the occurrence and continuance of any default by Lessor beyond all applicable periods of notice and cure, Lessee shall be entitled to the specific performance of any obligation of Lessor hereunder, and the enforcement of same by injunction. In no event shall Lessee be entitled to any abatement or set-off of Rent.

11.6 Failure to Pay Rent. In the event Lessee fails to pay Rent or any other sum payable by Lessee hereunder within fifteen (15) Business Days after receipt of written notice thereof from Lessor to Lessee, there shall be added to the sum to be paid interest thereon from the date of demand to the date of payment at the Default Rate.

11.7 Right to Cure. Upon the occurrence of an Event of Default under Sections 11.1.1 or 11.1.2 by the State or the County (as applicable, "Defaulting Party"), as opposed to such parties collectively, Lessor will not exercise any remedies associated therewith until Lessor has given the other party ("Non-Defaulting Party") a period of thirty (30) days after the expiration of the applicable cure period (the "Non-Defaulting Party Cure Period") to cure such Event of Default under Section 11.1 or, except in the case of an Event of Default under Section 11.1.1, such longer period of time as may be necessary to cure or remedy such Event of Default which shall not exceed ninety (90) days in the aggregate, during which period of time the Non-Defaulting Party shall be permitted to cure or remedy such Event of Default; provided, however, the Non-Defaulting Party shall notify Lessor and Construction Mortgage Lender prior to the expiration of the original cure period if the Non-Defaulting Party intends to cure, or attempt to cure, such Event of Default if such Event of Default is not cured by the Defaulting Party ("Non-Defaulting Party Notice to Cure"). The Defaulting Party shall reimburse the Non-Defaulting

Party, within thirty (30) days of written demand for same, for all expenses incurred by the Non-Defaulting Party in curing any such Event of Default by the Defaulting Party.

Article 12. INDEMNIFICATION

12.1 Indemnification of Lessor

12.1.1 *By State.* State shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. State further agrees to indemnify and hold harmless Lessor, and its respective partners, members, shareholders, trustees, directors, officers, and employees (collectively, the “Lessor Indemnitees”) for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with, this Lease, where such liability is founded upon or grows out of acts or omissions of any of the State’s officers, employees or agents while acting within the scope of their employment, where protection is afforded by §§ 893.82 and 895.46(1) of the Wisconsin Statutes. State acknowledges and agrees that State’s indemnification obligations under this Lease are a material part of the consideration arising under this Lease and that Lessor would not have entered into this Lease without such indemnifications.

12.1.2 *By County.* County shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. County further agrees to indemnify and hold harmless the Lessor Indemnitees for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with, this Lease, where such liability is founded upon or grows out of negligent acts or omissions of the County’s officers, employees or agents while acting in the scope of their employment as determined by the unappealable judgement of a court of competent jurisdiction. County acknowledges and agrees that: (a) County’s indemnification obligations under this Lease are a material part of the consideration arising under this Lease and that Lessor would not have entered into this Lease without such indemnifications; (ii) the indemnification obligations under this Lease are contractual, and are not founded in tort, either directly or indirectly; and (iii) the terms of §§ 345.05(3) and 893.80(3), Wisconsin Statutes, as now existing or as may hereafter be amended or supplemented, including any successor statute thereto, shall not operate to reduce or limit County’s indemnification obligations under this Lease, the application of §§ 345.05(3) and 893.80(3), Wisconsin Statutes being expressly waived by County. In addition to the foregoing, County agrees that it shall refrain from asserting against Lessor in defense of any claim for indemnification as provided in this Section 12.1.2, any defense based upon §§ 345.05(3) and 893.80(3), Wisconsin Statutes, as now existing or as may hereafter be amended or supplemented, or any other provision of law or judicial doctrine providing immunity or limitation on liability by reason of County’s status as a governmental entity. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver or limitation upon County’s ability to assert such defense against a third party.

12.2 **Indemnification of Lessee.** Lessor shall indemnify, defend and save the Lessee, and its partners, members, shareholders, trustees, directors, officers, agents and employees

(collectively, the “Lessee Indemnitees”) harmless against and from all for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with, this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessor’s officers, employees or agents while acting in the scope of their employment, except to the extent caused by the negligence of any of the Lessee Group. If Lessor has insurance policies covering any of the aforementioned risks, no claim shall be made against Lessor under this Section 12.2 unless and until the insurer shall fail or refuse to defend and/or pay all or any part thereof. For purposes of this Section 12.2, Lessor and any Lessor Affiliate that is a Space Tenant shall not be included as part of the Lessee Group.

12.3 Survival of Indemnifications. The obligations of Lessor and Lessee, respectively, pursuant to this Article 12 shall survive the cancellation, termination or expiration of this Lease.

Article 13. DAMAGE OR DESTRUCTION

13.1 Duty to Repair. If Lessor or Lessee becomes aware of any material casualty affecting the Property or the Easements, it shall promptly so notify the other party. Except as otherwise provided in this Section 13.1, if the Improvements or any part thereof are damaged or destroyed by any casualty or cause whatsoever, Lessee shall take all necessary actions to restore, repair, or rebuild the Improvements to materially their condition and value immediately prior to such damage or destruction with reasonable promptness. Alternatively, except as otherwise provided in this Section 13.1, Lessee may, at its election, remove any damaged or destroyed portion of the Improvements and replace such portion with new Improvements, provided that Lessee complies with the requirements of Article 6 governing the design and construction of the same. More specifically, work done in connection with any such restoration and/or replacement shall be performed in a good and workmanlike manner and in compliance with all Applicable Laws and the Permitted Exceptions. Unless Lessee has exercised a right to terminate pursuant to Section 13.2 hereof, Lessee shall commence restoration, repair, reconstruction and/or replacement of the Improvements (collectively, the “Restoration”) within ninety (90) days after the later of the date of the occurrence of such casualty or, if an insured loss, the date Lessee receives its final insurance adjustment for such casualty (or if Unavoidable Delays or other conditions then prevailing require a longer period, such longer period as shall reasonably be required by Lessee to proceed with due diligence), and Lessee shall diligently prosecute such Restoration to completion.

13.2 Lessee’s Election to Terminate. In the event that the Improvements are damaged or destroyed by fire or other casualty at any time during the Term (including during a Renewal Period) and either (a) the cost of Restoration, as estimated by a contractor, architect or other construction consultant (the “Construction Expert”) selected by Lessee and approved by Lessor, exceeds the insurance proceeds available to Lessee (plus the amount of any deductible on such policy), or (b) such Restoration cannot, in the reasonable judgment of the Construction Expert, be completed within eighteen (18) months after the date of the damage or destruction, then either Lessor or Lessee may elect to terminate this Lease; provided that, Lessor’s approval of any Construction Expert shall not be unreasonably delayed, conditioned or withheld, and additionally, in the event Lessor fails to deliver written notice to Lessee of its approval or disapproval of such Construction Expert within fifteen (15) days after Lessor’s receipt of notice

from Lessee of such Construction Expert, Lessor shall be deemed to have approved such Construction Expert. If Lessor or Lessee so elects to terminate this Lease, Lessee shall (y) perform, or cause to be performed any work or service to the Property required by any Applicable Laws for the protection of persons or property from any risk, or for the abatement of any nuisance, created by or arising from the casualty or the damage or destruction caused thereby (collectively, "Site Protection Work"); further, if Lessee elects to terminate this Lease (as opposed to Lessor), Lessee shall (z) restore any Improvements altered or damaged to a complete architectural unit provided, however, that Lessee may elect, in Lessee's sole discretion, to demolish and remove the Improvements from the Leased Premises, including the removal of any underground structures, and level grade and seed the Leased Premises in lieu of restoring the Improvements a complete architectural unit. Lessee's obligations under (z) as applicable, shall be included in the definition of Site Protection Work. Notwithstanding anything to the contrary contained in this Lease, after Lessor's or Lessee's election to terminate this Lease under this Section 13.2, any insurance proceeds remaining after payment of the costs of Site Protection Work shall be allocated between and paid to Lessor and/or Lessee (as applicable) following the disbursement of the costs of the Site Protection Work and costs incurred in connection with adjustment of loss and the collection thereof (if any): [i] first to Lessee to the extent of the Market Value of its Leasehold Estate; and [ii] then to Lessor of the proportion recognizing its reversionary interest in the Market Value of the Improvements.

13.3 Payment of Proceeds. In the event neither Lessee nor Lessor terminates this Lease pursuant to Section 13.2, all casualty insurance proceeds, less the reasonable costs incurred by Lessee in connection with adjustment of the loss and the collection thereof (if any), shall be deposited with an insurance trustee appointed by both Lessor and Lessee, and such casualty insurance proceeds shall be disbursed to Lessee for purposes of paying the cost of the Restoration as necessary to meet the standards, quality and conditions required by the terms of this Lease. The proceeds shall be (a) applied solely to the payment of the costs incurred by Lessee for the Restoration, including, without limitation, the cost of temporary repairs or for Site Protection Work pending the completion of the Restoration, and (b) paid out to, or at the direction of, Lessee from time to time as the Restoration progresses. If the net insurance proceeds shall be insufficient to pay the entire cost of such Restoration, Lessee shall pay the deficiency upon demand by Lessor. Upon Lessor's receipt and approval of reasonable evidence that the Restoration has been completed and paid for in full and is subject to no liens of the type referred to in Section 9.2 hereof, and if the Restoration shall be otherwise in compliance with the requirements of this Section, then any balances of the insurance money then held by an insurance trustee shall be paid to Lessee; provided that, Lessor's approval of any evidence of completion of the Restoration shall not be unreasonably delayed, conditioned or withheld, and additionally, in the event Lessor fails to deliver written notice to Lessee of its approval or disapproval of such evidence of completion of the Restoration within fifteen (15) Business Days after Lessor's receipt of such evidence, Lessor shall be deemed to have approved same, and further provided that, Lessor hereby agrees that the certification of Lessee's architect shall constitute reasonable evidence that the Restoration has been completed as required herein.

13.4 Effective Date of Article 13. The provisions of this Article 13 shall not be effective until Lessee's acquisition of the Improvements pursuant to the Purchase Agreements (the "Acquisition Date").

Article 14. CONDEMNATION

14.1 Taking; Participation in Condemnation Proceedings. If all or any part of the Property or any right appurtenant thereto is taken, or there is a change in grade of road or other property abutting the Property that adversely affects the use of the Property, by any Governmental Authority (a “Condemning Authority”) (a) in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or (b) by agreement between Lessor, Lessee, and/or the Condemning Authority (any of the foregoing proceedings or agreement, the “Condemnation Proceedings;” and any such taking or other action, a “Taking”), Lessor and Lessee shall have the right to participate in any such Condemnation Proceedings for the purpose of protecting their respective interests hereunder, including, without limitation, all negotiations regarding any Taking Award. If Lessor or Lessee becomes aware of any actual, contemplated or threatened Taking, it shall promptly notify the other party. Lessor shall not settle or compromise any Taking Award without the prior consent of Lessee. Each party participating in the Condemnation Proceedings shall pay its own expenses. The “Taking Date” shall be the date on which the earlier of the following occurs with respect to any Taking: (i) final entry into possession by the Condemning Authority; (ii) entry of a final order of a court of competent jurisdiction awarding possession to the Condemning Authority; or (iii) delivery of an instrument of conveyance to the Condemning Authority.

14.2 Effect of Total or Substantial Taking; Termination of Lease. If there is a Taking other than as provided in Section 14.5, to the extent where the remaining Property has been diminished to the extent that reconstruction or restoration is not practical, this Lease shall terminate and expire on the Taking Date, and Rent shall be apportioned and paid to the date of such Taking. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover just and adequate compensation from the Condemnation Authority on account of such Taking. For the purpose of this Article 14, “diminished to the extent that reconstruction or restoration is not practical” shall be deemed to have occurred if, in Lessee’s reasonable determination, any and all remaining portions of the Property not Taken are insufficient for the economic and feasible use and operation of the Property by Lessee, including, without limitation, because (a) the cost of Restoration, as estimated by a Construction Expert, materially exceeds the Lessee Taking Award; (b) access to, parking facilities benefiting, or any material service(s) necessary or appropriate for economic operation of the Property have been materially impaired; or (c) the Property cannot reasonably be operated as an office building within twelve (12) months after the Taking Date. If Lessee so elects to terminate this Lease, Lessee shall (y) perform, or cause to be performed, all Site Protection Work, and (z) restore any Improvements altered or damaged to a complete architectural unit provided, however, that Lessee may elect, in Lessee’s sole discretion, to demolish and remove the Improvements from the Leased Premises, including the removal of any underground structures, and level grade and seed the Leased Premises in lieu of restoring the Improvements a complete architectural unit. Lessee’s obligations under (z) as applicable, shall be included in the definition of Site Protection Work. For the avoidance of doubt, Lessor shall have no right to terminate this Lease pursuant to this Section 14.2.

14.3 Allocation of Proceeds. If this Lease terminates as a result of a Taking other than as provided in Section 14.5, any award(s) paid or payable (whether or not in a separate award) to

either party because of or as compensation for any Taking, including (a) any award made for the Leased Premises, any Improvements and any other real property and improvements that are the subject of the Taking, (b) the full amount paid or payable by the Condemnation Authority for the estate that is the subject of the Taking, as determined in the Condemnation Proceedings, (c) any interest on such award, and (d) any other sums payable on account of such Taking (collectively, the "Taking Award") shall be allocated as follows:

14.3.1 First toward the payment of the Site Protection Work, if any;

14.3.2 Then to Lessor in an amount equal to the portion of the award allocable to the Fee Estate;

14.3.3 After deduction of the amounts stated in Sections 14.3.1 and 14.3.2, the balance of the Taking Award, if any, shall be allocated and paid: [i] first to Lessee to the extent of any reduction in the Market Value of Lessee's leasehold interest (including the Market Value of the Improvements during the Term); and [ii] then the balance shall be allocated to Lessor. The amount of a Taking Award less the amount payable to Lessor under this Section 14.3 is sometimes herein referred to as the "Lessee Taking Award."

14.4 Continuation of Lease After Partial Taking. If any Taking shall be of less than substantially all of the Property other than on a temporary basis, this Lease shall terminate with respect to the portion or portions of the Property so taken and remain in full force and effect with respect to the portion or portions of the Property remaining after such Taking, except that Lessee shall, promptly after the Taking Date and at its expense, commence and diligently complete the Restoration using commercially reasonable efforts in order to either restore any Improvements altered or damaged by such partial Taking to a complete architectural unit, or demolish any such damaged or altered Improvements and construct new Improvements thereon in accordance with the design approval and construction requirements set forth in Article 6 hereof. Lessor shall be entitled to such portion of the Taking Award as is allocable to the portion of the Fee Estate acquired in such Taking. The balance of the Taking Award shall be deposited, held and disbursed periodically to Lessee as provided in the case of insurance proceeds in Article 13 hereof; provided however that Lessor and Lessee shall have equal priority with respect to their separate interest in any Taking Award remaining after Lessee's completion of the Restoration with (i) Lessee entitled to an amount equal to any reduction in the Market Value of Lessee's leasehold interest (including the Market Value of the Improvements during the Term) and (ii) Lessor entitled to an amount equal to any reduction in the Market Value of its reversionary interest in the Improvements.

14.5 Taking for Temporary Use. If there is a Taking of all or a part of the Property for a temporary period, this Lease shall continue in full force and effect without change as between Lessor and Lessee, and Lessee shall be entitled to the entire Taking Award made for such use, except that:

14.5.1 if such Taking Award is payable periodically as such temporary use continues, (a) it shall be paid to (i) Lessee until the date of expiration, cancellation or termination of this Lease and (ii) to Lessor from and after the date of expiration or termination

of this Lease; or, (b) if any such Taking Award shall be in a lump sum, Lessee shall be entitled to a sum equal to a maximum of three (3) months' aggregate Rent, and the balance of such Taking Award shall be deposited with Lessor. Such balance shall be paid to Lessee in equal quarter-annual installments so long as this Lease shall continue in effect; and

14.5.2 Lessee shall be entitled to file and prosecute any claim against the Condemnation Authority for damages and to recover for any negligent use, waste or injury to the Property throughout the balance of the Term. The total Taking Award so recovered shall be paid to Lessee and shall be applied by Lessee first to any necessary repair or restoration of the Property occasioned by such negligent use, waste, or injury.

14.6 Taking of Certain Lessor Interests. In the event of the Taking of an Easement or any other taking which shall be of an interest or estate in the Leased Premises less than a fee simple (other than a Taking for temporary use mentioned in Section 14.5 hereof), as a result of which the Leased Premises shall be insufficient for the economic and feasible operation thereof by Lessee, as determined by Lessee, this Lease shall terminate and expire with the same force and effect as in the case of a Taking pursuant to Section 14.2 hereof. Otherwise, such Taking shall be deemed insufficient to terminate this Lease, and the division of the award shall be governed by Sections 14.3 and 14.4 hereof. For purposes of this Section, any change of grade of a roadway on which the Leased Premises relies, to the extent that such change impairs Lessee's use of the Leased Premises and requires Lessee to make changes to the Leased Premises or the Common Areas to restore such use, shall be deemed a partial Taking subject to this Article 14, and any recovery as a result of the same shall be paid to Lessee to the extent provided in this Article 14 for restoration costs, and the balance shall be apportioned between Lessor and Lessee as provided in Section 14.3 or 14.4 above, as applicable.

14.7 Effective Date of Article 14. The provisions of this Article 14 shall not be effective until the Acquisition Date.

Article 15. SURRENDER

15.1 Surrender of Leased Premises. Except as otherwise expressly provided in this Lease, Lessee shall surrender and deliver the Property to Lessor at the expiration or earlier cancellation or termination of this Lease or of Lessee's right to possession hereunder, in good order, condition and repair, except for any ordinary or reasonable wear and tear, fire or other casualty, and/or condemnation, and free and clear of all liens and encumbrances other than Permitted Exceptions. Upon surrender and delivery of the Leased Premises to Lessor, the Improvements and all other structures and improvements made by Lessee on the Leased Premises, other than any trade fixtures or other removable personal property installed by or belonging to Lessee or the Space Tenants, shall become the property of Lessor without any payment or allowance whatsoever by Lessor on account of the Improvements or any other improvements made by Lessee. The parties shall take any and all actions reasonably requested by any of them in order to accomplish such surrender.

15.2 Property Not Removed. Except as required by Applicable Laws, Lessor shall not have any responsibility to Lessee for any damage or loss to any personal property or trade

fixtures of Lessee or the Space Tenants (other than any Space Tenant whose Space Lease, with Lessor's consent, has a term that extends beyond the expiration of the Term of this Lease) remaining in or on the Leased Premises after Lessee has surrendered possession of the Leased Premises upon expiration of the Term or that remain after thirty (30) days from the earlier cancellation or termination of this Lease.

15.3 Lessee's Obligation to Remove Improvements. Notwithstanding anything to the contrary herein, if Lessee exercised its right to renew the Term for the Renewal Period, Lessee shall, if elected by Lessor by written notice to Lessee given not less than one (1) year prior to the expiration of the Renewal Period, demolish and remove all Improvements from the Leased Premises, including the removal of any underground structures, and level grade and seed the Leased Premises. Any and all such demolition shall be done in compliance with all Applicable Law(s). Lessee shall, prior to commencement of any such demolition, obtain all necessary permits and licenses from the appropriate governmental authorities. The Term of this Lease shall automatically extend until Lessee has completed all such demolition; provided however that Lessee shall complete all such demolition no later than one (1) year following the expiration of the Renewal Period.

15.4 Survival of Terms. The terms of this Article 15 shall survive the termination of this Lease.

Article 16. QUIET ENJOYMENT

16.1 Lessee's Right to Quiet Enjoyment. If Lessee pays Rent and other all other sums payable by Lessee herein and observes and keeps all covenants, agreements and conditions of this Lease to be kept on its part, Lessee shall have the right to quietly and peacefully enjoy the Leased Premises during the Term without hindrance or molestation by any Person claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. This covenant shall run in favor of Lessee and its successors and assigns, including without limitation any Construction Mortgage Lender.

16.2 Lessor's Right of Entry. Lessee shall permit Lessor and its authorized representatives to enter the Leased Premises, on prior written notice, at all reasonable times for the purpose of: (a) inspecting the same; (b) making any necessary repairs thereto and performing any work therein that may be necessary by reason of Lessee's failure to make any such repairs or perform any such work or to commence the same within ten (10) Business Days after written notice from Lessor (or without notice in case of emergency) and thereafter diligently perform and complete the same; (c) showing the same to prospective purchasers of the Fee Estate; and (d) within two (2) years prior to the expiration of the Term, showing the Property to prospective tenants. Nothing herein shall imply any duty on the part of Lessor to do any such work, and performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same. During the progress of any work in the Leased Premises performed by Lessor pursuant to the provisions of this Article 16, Lessor may keep and store therein all necessary materials, tools, supplies and equipment. Lessor shall use all commercially reasonable efforts in order to minimize the disruption of the operations of the Property, including without limitation the performance of any work after customary business hours. In the event that Lessor and its

authorized representatives enter the portion of the Building owned by the State of Wisconsin, Department of Administration, the Lessor shall comply with any and all security requirements, including background checks, imposed by the State of Wisconsin, Department of Administration and Department of Justice for entry.

Article 17. REPRESENTATIONS AND WARRANTIES

17.1 Lessor's Representations and Warranties. As an inducement to Lessee to enter into this Lease, Lessor warrants and represents to Lessee as follows:

17.1.1 Authorization. As of the date hereof (a) Lessor is a duly organized and validly existing corporation in good standing under the laws of the State and is qualified to conduct business in the State and Lessor has all necessary power and authority to execute, deliver and perform this Lease; (b) neither the execution, delivery nor performance of this Lease, with or without notice, the passage of time, or both, will (i) constitute or result in a violation or breach by Lessor of any Applicable Law issued against or imposed on Lessor, (ii) result in a violation of any agreement to which Lessor is a party or by which Lessor, or to the best of Lessor's knowledge, the Leased Premises is bound, or (iii) give any Person any right to accelerate any debts of Lessor; and (c) all consents to Lessor's execution, delivery or performance of this Lease have been obtained in writing.

17.1.2 No Notice of Condemnation. Except as disclosed in the Permitted Exceptions, Lessor has not received any written notice of, nor, to the best of Lessor's knowledge, is there any pending or threatened action by any Governmental Authority having the power of eminent domain or condemnation, which might result in a Taking affecting all or any part of the Property.

17.1.3 No Assessments. There are no unpaid Taxes or Assessments against any portion of the Leased Premises (except ad valorem taxes for the current year that are not currently due and payable), whether or not they have become liens.

17.1.4 Litigation. Except for real estate tax litigation, there are no actions, suits or proceedings pending or, to the best of Lessor's knowledge, threatened before or by any union body, arbiter, Governmental Authority, or any other body authorized or required to consider Claims of any Person, against or affecting the Leased Premises as to which Lessor has been served any process or notice or with respect to which Lessor otherwise has any knowledge.

17.1.5 Non-Foreign Status. Lessor is not a "Foreign Person" as that term is defined in the Internal Revenue Code of 1986, as amended, and the Regulations promulgated pursuant thereto, and Lessee has no obligation under Internal Revenue Code § 1445 to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Lessor in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code § 1445).

17.2 Lessee's Representations and Warranties. As an inducement to Lessor to enter into this Lease, Lessee warrants and represents to Lessor that (a) Lessee has all necessary power

and authority to execute, deliver and perform this Lease; (b) neither the execution, delivery nor performance of this Lease or any of the related documents, with or without notice, the passage of time, or both, (i) will constitute or result in a violation or breach by Lessee of any Applicable Law issued against or imposed on Lessee, (ii) will result in a violation of any agreement to which Lessee is a party or by which Lessee, or to Lessee's knowledge, the Leased Premises is bound, or (iii) will give any person any right to accelerate any debts of Lessee; and (c) any and all consents to Lessee's execution, delivery or performance of this Lease required from any Person, including without limitation, any and all members and lenders of Lessee, have been obtained in writing.

Article 18. CONSENT BY A PARTY

18.1 Standards of Consent. Where any provision of this Lease requires the satisfaction, consent or approval of Lessor or Lessee, such consent or approval shall not be unreasonably delayed, conditioned or withheld, except as otherwise expressly stated in this Lease (such as by words to the effect of "sole" and/or "absolute" discretion, in which event the consent or approval may be granted or withheld in such party's sole and absolute discretion). If any party withholds its consent or approval under this Lease, it shall give its reasons for such withholding in writing. Where any provision of this Lease requires a party to do anything to the satisfaction of the other party, each party agrees that it will not unreasonably refuse to state its satisfaction with such action by the other party. If a party requests the other party's consent, approval or statement of satisfaction with respect to any matter hereunder, except as otherwise expressly provided in this Lease, a failure of a party to reply to such request within thirty (30) days after receipt of all relevant information shall be deemed to have consented, approved or been satisfied, as the case may be.

Article 19. ESTOPPEL AND OTHER CERTIFICATES

19.1 Contents of Certificates. Lessor and Lessee agree that they shall, each at its own cost and expense, at any time and from time to time, within fifteen (15) Business Days after request by one to the other, certify by written instrument, duly executed, acknowledged and delivered to the requesting party, or any other Person specified by the requesting party:

19.1.1 that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications;

19.1.2 whether or not, to the best of the certifying party's knowledge, there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications hereof upon the part of the certifying party to be performed or complied with, and, if so, specifying the same;

19.1.3 the dates, if any, to the best of the certifying party's knowledge, to which the Rent and any other charges payable by Lessee under the Lease have been paid;

19.1.4 the dates of commencement and expiration of the Term;

19.1.5 the Rent then payable under this Lease;

19.1.6 whether or not, to the actual knowledge of the officer executing such certificate, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge and such other matters reasonably requested by the requesting party; and

19.1.7 such other matters reasonably requested.

Any such certificate may be relied upon by the requesting party and any other person, firm or corporation to whom the same may be exhibited or delivered and the contents of such certificate shall be binding on the certifying party.

Article 20. NOTICES

20.1 Notices. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and conditions of this Lease or pursuant to Applicable Law or otherwise, shall be in writing and delivered to the parties or such other Person at their respective addresses below by: (a) personal/hand delivery, which shall be deemed to have been delivered on the date received by the recipient; (b) registered or certified U.S. Mail with return-receipt requested, which shall be deemed to have been delivered on the earlier of (i) the date of delivery to recipient set forth on the return-receipt or (ii) the date that is three (3) Business Days after being deposited with the U.S. Mail by sender; (c) overnight delivery service (such as Federal Express or other reputable service) with confirmation receipt requested, which shall be deemed to have been delivered on the earlier of (i) the date of delivery set forth on the confirmation receipt or (ii) one (1) Business Day after being deposited with such service by sender; or (d) electronic mail with a copy sent by any of the foregoing manners, which shall be deemed to have been delivered on the date sent provided that any notice made by electronic mail after 5:00 p.m. CST shall be deemed to be delivered the next business day; provided that, in all cases, postage or delivery charges shall be prepaid.

All notices shall be addressed to Lessee at each of the following addresses:

Sanjay Olson
Administrator, Division of Facilities and Transportation Services
State of Wisconsin – Department of Administration
P.O. Box 7866
Madison, WI 53707
sanjay.olson1@wisconsin.gov

Nathan W. Judnic
Legal Counsel, Division of Legal Services
State of Wisconsin – Department of Administration
P.O. Box 7864
Madison, WI 53707
nathan.judnic@wisconsin.gov

Milwaukee County
Attn: Director, Economic Development
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203
Email: celia.benton@milwaukeecountywi.gov

Milwaukee County Corporation Counsel
Attn: Margaret Daun
901 North 9th Street, Room 303
Milwaukee, WI 53233
Email: margaret.daun@milwaukeecountywi.gov

Husch Blackwell LLP
Attn: Nida Ghaffar
511 N. Broadway Suite 1100
Milwaukee, WI 53202
Email: nida.ghaffar@huschblackwell.com

All notices shall be addressed to Lessor at:

The Medical College of Wisconsin
8701 West Watertown Plank Road
Wauwatosa, WI 53226
Attn: Office of General Counsel
Email: legal@mcw.edu

With a copy to:

The Medical College of Wisconsin
8701 West Watertown Plank Road
Wauwatosa, WI 53226
Attn: Jeffrey Bornemann
Email: jbornemann@mcw.edu

Any party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means, but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth, but such notice shall be effective only on receipt. Any party's attorney may give any notice on such party's behalf.

Article 21. LIABILITY OF PARTIES

21.1 Lessor's Liability. The term "Lessor" as used in this Lease, as far as the covenants and agreements of Lessor in this Lease are concerned, shall be construed to mean only the holder or holders of Lessor's interest in this Lease at the time in question. In the event of any transfer or transfers of Lessor's interest in the Fee Estate, other than a transfer for security prior to foreclosure thereof, in which the transferee assumes all obligations under this Lease in a form reasonably acceptable to Lessee, the Lessor herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, from and after the date of such transfer, from all duties and obligations as to the performance of any covenants or agreements on the part of Lessor to be performed or observed after such transfer. Any funds in which Lessee has an interest and which are in the hands of such Lessor at the time of such transfer shall be turned over to the transferee, and any amount then due and payable to Lessee shall be paid to Lessee by the then transferor. It is the intent of this Section 21.1 that the provisions of this Lease shall be binding on Lessor, its successors and assigns only during and in respect of their respective successive periods of ownership. Further, the liability of Lessor under this Lease shall be limited to Lessor's interest in the Leased Premises.

21.2 Lessee's Liability. The term "Lessee" as used in this Lease, as far as the covenants and agreements of Lessee in this Lease are concerned, shall be construed to mean only the holder or holders of Lessee's interest in this Lease at the time in question. In the event of any transfer or transfers of Lessee's interest as permitted by this Lease, other than a transfer for security prior to foreclosure thereof, the Lessee named herein (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, from and after the date of such transfer, from all duties and obligations as to the performance of any covenants or agreements on the part of Lessee to be performed or observed after such transfer. It is the intent of this Section 21.2 that the provisions of this Lease shall be binding upon Lessee, its successors and assigns, only during and in respect of their respective successive periods of ownership.

Article 22. MISCELLANEOUS PROVISIONS

22.1 Severability. If any provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be determined by any Governmental Authority or by mutual agreement of the parties hereto to be invalid, illegal or unenforceable, the remainder of this Lease, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by Applicable Law.

22.2 No Oral Modification. All prior understandings and agreements between the parties are merged within this Lease, which alone fully and completely sets forth the understanding of the parties, and this Lease may not be changed orally or in any manner other than by an agreement in writing and signed by the party against whom enforcement of the change is sought. Prior to the Acquisition Date, no amendment of this Lease shall be binding or effective unless such amendment shall be approved in writing by Construction Mortgage Lender.

22.3 Covenants to Bind and Benefit Respective Parties. The covenants and agreements herein contained shall bind and inure to the benefit of Lessor, its successors and assigns, and Lessee, its successors and assigns, but this Section 22.3 shall not be construed as consent to any assignment made otherwise than as permitted by this Lease. The parties further acknowledge and agree that Construction Mortgage Lender and its successors and assigns and representatives shall be deemed third party beneficiaries hereunder. Whenever a reference to the parties hereto or to Construction Mortgage Lender is made, such reference shall be deemed to include their respective legal representatives, successors and assigns, the same as if in each case expressed.

22.4 Recordation. This Lease shall not be recorded. The parties hereto shall enter into a memorandum of this Lease in recordable form, setting forth the identities of Lessor and Lessee, the date of the expiration of the Term, and such other information as to which Lessor and Lessee shall agree substantially in the form of Exhibit D attached hereto and incorporated herein by this reference (a "Memorandum of Lease"). In no event shall any such Memorandum of Lease disclose the economic terms of this Lease. On any extension of or amendment to this Lease that affects the information in such recorded Memorandum of Lease, or in the event Lessor or Lessee reasonably requests that certain other provisions be included in the Memorandum of Lease (subject to the consent of the other party), an amendment to such Memorandum of Lease shall be promptly executed and recorded by the parties reflecting same.

22.5 Captions and Table of Contents. The captions, headings and titles of portions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. The table of contents preceding this Lease but under the same cover is for the purpose of convenience and reference only and is not to be deemed or construed in any way as part of this Lease, nor supplemental thereto or an amendment thereof.

22.6 Governing Law. This Lease shall be construed under the provisions of the laws of the State of Wisconsin without application of principles of conflicts of laws.

22.7 Counterpart Execution. This Lease may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22.8 Attorney's Fees. If any legal action, suit or proceeding is commenced between the parties regarding their respective rights and obligations under this Lease, the Prevailing Party shall be entitled to recover, in addition to damages or other relief, costs and expenses of same, including without limitation reasonable attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "Prevailing Party" means (a) the party which obtains the principal relief it has sought, whether by compromise, settlement or judgment; or (b) if the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the Prevailing Party.

[Signature pages follow.]

[SIGNATURE PAGE TO GROUND LEASE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**THE MEDICAL COLLEGE OF WISCONSIN,
INC.**

By: John R Raymond
Name: John R. Raymond, Sr., M.D.
Title: President and CEO

**STATE OF WISCONSIN ACTING THROUGH
THE WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____
Name: Paul Hammer
Title: Deputy Secretary

MILWAUKEE COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO GROUND LEASE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

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INC.**

By: _____
Name: John R. Raymond, Sr., M.D.
Title: President and CEO

**STATE OF WISCONSIN ACTING THROUGH
THE WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____
Name: Paul Hammer DocuSigned by:
7E4818E4FEDC430...
Title: Deputy Secretary

MILWAUKEE COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO GROUND LEASE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**THE MEDICAL COLLEGE OF WISCONSIN,
INC.**

By: _____
Name: John R. Raymond, Sr., M.D.
Title: President and CEO

**STATE OF WISCONSIN ACTING THROUGH
THE WISCONSIN DEPARTMENT OF
ADMINISTRATION**

By: _____
Name: Paul Hammer
Title: Deputy Secretary

MILWAUKEE COUNTY

By: Stuart Carron
Name: Stuart Carron
Title: Director, Facilities Management Div.

By: _____
Name: _____
Title: _____

Approved with regards to County Ordinance Chapter 42:

By: Lamont Robinson Date: 2/28/2024
Community Business Development Partners

Reviewed by:

By: Anthony Gatton Date: 2/28/2024
Risk Management

Approved for execution:

By: William G. Davidson Date: 2/28/2024
Corporation Counsel

Approved as to funds available per Wisconsin Statutes Sec. 59.255(2)(e):

By: Scott B. Manske Date: 2/29/2024
Comptroller

Approved:

By:  Date: 2/28/2024
County Executive

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

By: William G. Davidson Date: 2/29/2024
Corporation Counsel

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Lot 3 of Certified Survey Map No. 9489, recorded on May 17, 2023, as Document No. 11337752, being a redivision of Certified Survey Maps numbered 9222, 9227, and Lot 2 of 9301 in the Northeast 1/4, Northwest 1/4 Southeast 1/4, and Southwest 1/4 of the Northwest 1/4 of Section 28, and Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 29, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

EXHIBIT C

LIST OF PERMITTED EXCEPTIONS

1. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on May 2, 1957, as Document No. 3575475. Partial Release of Easement recorded October 12, 1978 as Document No. 5259465. Conveyance of Rights in Land recorded September 10, 2013 as Document No. 10291953. Notice of Assignment of County Rights recorded April 15, 2020 as Document No. 10969343. Notice of Assignment of County Rights recorded April 15, 2020 as Document No. 10969345.
2. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on November 29, 2002, as Document No. 8398048. Conveyance of Rights in Land recorded August 29, 2013 as Document No. 10288581.
3. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document recorded on June 1, 2016, as Document No. 10569294.
4. Declaration of Access Easements recorded January 29, 2020 as Document No. 10948008. Amended and Restated Declaration of Access Easements recorded April 16, 2020 as Document No. 10969592. First Amendment to Amended and Restated Declaration of Access Easements recorded February 10, 2021 as Document No. 11077620. Second Amendment to Amended and Restated Declaration of Access Easements recorded May 12, 2023 as Document No. 11336912. Third Amendment to Amended and Restated Declaration of Access Easements recorded October 24, 2023 as Document No. 11376302. Fourth Amendment to Amended and Restated Declaration of Access Easements recorded October 27, 2023 as Document No. 11377419.
5. Declaration of Utility Easements recorded January 29, 2020 as Document No. 10948009. Amendment to Declaration of Utility Easements recorded April 14, 2020 as Document No. 10968709. Assignment of Easement Rights recorded April 12, 2022 as Document No. 11236278. Second Amendment to Declaration of Utility Easements recorded August 12, 2022 as Document No. 11274682.
6. Easements as shown on that certain map/plat recorded on March 19, 2020, as Document No. 10961735.
7. Affidavit Regarding Conditional Variance April 14, 2020 as Document No. 10968711.
8. Declaration of Restrictions for Milwaukee Regional Medical Center recorded April 16, 2020 as Document No. 10969709. First Amendment to Declaration of Restrictions for Milwaukee Regional Medical Center recorded April 12, 2022 as Document No. 11236279. Second Amendment to Declaration of Restrictions for Milwaukee Regional Medical Center recorded May 12, 2023 as Document No. 11336911.
9. Easements shown on that certain certified survey map No. 9489 recorded on May 17, 2023 as Document No. 11337752.

10. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey 4367 LPM/MEM, job no., dated February 8, 2023, prepared by Chaput Land Surveys, matters shown; or utilities lying on the property without the benefit of an easement.
11. Declaration of Restriction recorded June 14, 2023 as Document No. 11344284.
12. Covenant Regarding Subsequent Transfers recorded September 18, 2023 as Document No. 11367480.
13. Release and Waiver of Right of First Refusal recorded September 18, 2023 as Document No. 11367477.
14. Right of Entry Agreement between Children's Hospital of Wisconsin, Inc. and Milwaukee Regional Medical Center Infrastructure, LLC dated June 9, 2023.
15. Right of Entry Agreement between MRMC Land Bank, LLC and Milwaukee Regional Medical Center Infrastructure, LLC dated May 24, 2023.

EXHIBIT D
MEMORANDUM OF GROUND LEASE

Memorandum of Ground
Lease

Document
Number

Document Title

Recording Area

Drafted by and Return to:

Reinhart Boerner Van Deuren s.c.
Kristin K. Langhoff
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

Parcel Identification Number (PIN)
380-1010-000

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease (the “Memorandum”) is made as of this ____ day of ____, 20__, by and between The Medical College of Wisconsin, a Wisconsin non-stock corporation, as lessor (“Lessor”), and State of Wisconsin, acting through the State of Wisconsin Department of Administration (“State”), and Milwaukee County, a Wisconsin municipal corporation (“County” and together with the State, “Lessee”).

Pursuant to a Ground Lease dated as of the date hereof, as amended and incorporated herein by this reference (the “Lease”), and subject to the rights of Forensic Science and Protective Medicine Collaboration, Inc. (“FSPMC”) pursuant to a Construction Access Agreement between FSPMC and Lessee dated _____, Lessor leased to Lessee, commencing as of the date hereof (“Commencement Date”) and ending on the 40th anniversary of the Commencement Date (subject to one (1) renewal option of fifteen (15) years in favor of Lessee) that certain leased premises legally described on Exhibit A attached hereto and made a part hereof (the “Leased Premises”).

This Memorandum is solely intended to provide notice to third parties of the Lease and of Lessee’s interest in the Leased Premises. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

This Memorandum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages Follow.]

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

LESSOR:

THE MEDICAL COLLEGE OF WISCONSIN,
INC.

By: _____

Name: John R. Raymond, Sr., M.D.

Title: President and CEO

LESSEE:

STATE OF WISCONSIN ACTING THROUGH
THE WISCONSIN DEPARTMENT OF
ADMINISTRATION

By: _____

Name: Paul Hammer

Title: Deputy Secretary

MILWAUKEE COUNTY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Notary Blocks Follow.]

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above-named John R. Raymond, Sr., M.D., known to be to the President and CEO of The Medical College of Wisconsin, Inc., who executed the foregoing instrument on behalf of said company.

Printed Name: _____
Notary Public, State of _____
My Commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above-named _____ to me known to be the _____ of _____, who executed the foregoing instrument on behalf of _____.

Printed Name: _____
Notary Public, _____
My Commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above-named _____ to me known to be the _____ of _____, who executed the foregoing instrument on behalf of _____.

Printed Name: _____
Notary Public, _____
My Commission: _____

ANNEX A

Legal Description of Leased Premises

Lot 3 of Certified Survey Map No. 9489, recorded on May 17, 2023, as Document No. 11337752, being a redivision of Certified Survey Maps numbered 9222, 9227, and Lot 2 of 9301 in the Northeast 1/4, Northwest 1/4 Southeast 1/4, and Southwest 1/4 of the Northwest 1/4 of Section 28, and Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 29, all in Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

Tax Parcel No.: 380-1010-000

EXHIBIT E

DETERMINATION OF MARKET VALUE

The parties shall have thirty (30) days to mutually agree upon Market Value at the time in question. If they fail to agree, then, within ten (10) days of the expiration of that time period, Lessor and Lessee shall each engage an MAI appraiser with at least five (5) years' experience of appraising Market Value within the greater market area of the Leased Premises, and shall notify the other in writing of the appraiser's name and the engagement date. The appraisers shall deliver their respective appraisals to both parties within thirty (30) days of the latest engagement date (or such longer period as is necessitated by then market appraisal preparation time). If such appraisers shall agree on the Market Value (and for purposes hereof, if such appraisers shall determine such Market Value and the higher determination is no more than 110% of the lower determination, then said appraisers shall be deemed to have agreed upon a Market Value equal to the average of such determinations), then the agreement of the appraisers shall be deemed to be the Market Value and shall be binding upon the parties. If the appraisers do not agree upon such Market Value, then the appraisers shall together promptly appoint a third appraiser (from a firm other than those with which the initial appraisers are associated) and the determination of the third appraiser shall be deemed to be the Market Value and shall be binding upon the parties (but in no event shall such determination be less than the lower amount, nor more than the higher amount, of the determinations of the initial two (2) appraisers). Any appraiser-related fees and costs shall be paid by the party designating such appraiser, and shared equally by Lessor and Lessee for any third appraiser, if necessary.

EXHIBIT F

PERMITTED HAZARDOUS MATERIALS

Milwaukee County Medical Examiner and Office of Emergency Management
**LIST OF HAZARDOUS MATERIALS TO BE USED IN THE NEW CENTER FOR
FORENSIC SCIENCE AND PROTECTIVE MEDICINE FACILITY**

9400 W Doyme Ave, Wauwatosa, WI

Note: list includes those from tenant Versiti, Inc.

Liquids:

Methylene chloride

Acetone

2-propanol

Isopropyl alcohol

Ethanol-based hand sanitizer

Acetonitrile

Ethyl acetate

Hexane

Methanol

Phosphate buffer

Acetic acid

Hydrochloric acid

Ammonium hydroxide

Formic acid

N-butyl alcohol

Powders:

Sodium sulfate

Sodium acetate trihydrate

Sodium phosphate dibasic anhydrous

Potassium phosphate monobasic

Potassium phosphate dibasic anhydrous

Sodium phosphate monobasic anhydrous

Sodium hydrosulfite

[continued on following pages]

Chemical Name	Chemical Name	Chemical Name
"Buffer" Solution	D5-alpha-Hydroxy alprazolam	Norfentanyl Oxalate
(-)-11-nor-9-carboxy-delta9-THC	D5-Alprazolam	Norfluoxetine HCl
(-)-delta8-THC	D5-Chlordiazepoxide	Norletamine HCl
(-)-delta9-THC	D5-Diazepam	Norsertaline
(-)-Levamisole	D5-Estazolam	Nortriptyline HCl
(+)-11-Hydroxy-delta9-THC	D5-Fentanyl	n-Pentadecane
(+)-11-nor-9-Carboxy-delta9-THC glucuronide	D5-Nordiazepam	n-Tridecane
(+/-)-11-Hydroxy-delta9-THC	D5-Norfentanyl oxalate	Nuclear Fast Red
(+/-)-MDA	D5-Oxazepam	Nuclear Fast Red Solution
(+/-)-MDMA	D5-PCP	Octyl aldehyde
(+/-)-Methadone	D5-Temazepam	O-Desmethyl-cis-tramadol HCl
(+/-)-Norletamine HCl	D6-Citalopram HBr	Olanzapine
(R)-(+)-Limonene	D6-Codeine	o-Phosphoric acid
(S)-(-)-Nicotine	D6-Hydrocodone	Opiates Conjugate
1-(Methylamino)-anthraquinone	D6-Morphine	Opiates Microplate
1,1,1,3,3,3-Hexafluoro-2-propanol	D6-Oxycodone	Ortho-Fluoro Fentanyl
1,2,3,5-Tetramethylbenzene	D6-Paroxetine maleate	Oxazepam
1,2,3-Trimethylbenzene	D6-Traxodone HCl	Oxazepam Glucuronide
1,2,4,5-Tetramethylbenzene	D6-Venlafaxine	Oxcarbazepine
1,2,4-Trimethylbenzene	D7-7-Aminoflunitrazepam	Oxycodone
1,2-Butanediol	D7-Carisoprodol	Oxycodone Conjugate
1,2-Diethylbenzene	D7-Zolpidem	Oxycodone Oxymorphone Microplate
1,2-Dimethylnaphthalene	D8-(+/-)-Amphetamine	o-Xylene
1,2-Indanedione	D8-(+/-)-Methamphetamine	Oxymorphone
1,2-Indanedione	D8-Benzoyl ecgonine	P30 Extraction Buffer
1,3-Butanediol	D8-Cocaine	para-Fluorofentanyl
1,3-Diethyl-1,3-diphenylurea	D9-(+/-)-11-nor-9-Carboxy-delta9-THC	Paroxetine
1,3-Diethylbenzene	d-Amphetamine	Paroxetine maleate
1,3-Dimethyl-1,3-diphenylurea	Decyl aldehyde	PCP
1,4-Diethylbenzene	DEET	Pentafluoropropionic anhydride
1,5-Dimethylnaphthalene	Delorazepam	Perchloric Acid, 0.8N
1,6-Dimethylnaphthalene	Demoxepam	Perchloric Acid, for analysis, ca. 70%
1,8-Dimethylnaphthalene	Desiccant	Permout
100mM PBS Buffer with Preservatives pH (7.0)	Desipramine	Petroleum ether
15% Acetic Acid	Desmethyldiazepam	PFTBA
1-Methylnaphthalene	Dessicant	Phadebas Paper
1-Naphthol	Detectabuse Extraction Columns GV-65	Phenacetin
1S,2R(+)-Ephedrine Hydrochloride	Dextrin	Phenazepam
2,3-Butanediol	DFO	Phenobarbital
2,3-Dimethylnaphthalene	Diazepam	Phenol Red
2,4-Dimethylstyrene	Diclozepam	Phenol Red Reagent
2,4-Dinitrotoluene	Dicyanodiamide	Phenol:Chloroform:Isoamyl Alcohol
2,5-Dimethylstyrene	Diethylene Glycol	Phenolphthaleim
2,6-Dinitrotoluene	Dilute (2%) Hydrochloric Acid	Phentermine
2,7-Dimethylnaphthalene	Dimethyl-aminobenzaldehyde	Phenylacetic acid
20% Hydrochloric Acid (HCl)	Dimethylnaphthalene	Phenytoin
2800M Control DNA, 10ng/ul	Diphenhydramine HCl	Phloroglucinol
2-Butoxyethanol	Diphenyl-4-piperidine-methanol	Phosphorous Powder Red
2-Ethyltoluene	Diphenylamine	Photo-Flo 200 Solution
2-Hydroxyethylflurazepam	Dithizone crystal	Photo-Flo 600 solution
2-Methylnaphthalene	d-Methamphetamine	Phytane in Methylene Chloride
2-Nitrodiphenylamine	DNA IQ Elution Buffer	Picric Acid
2-Propanol (For DNA IQ Wash Buffer)	DNA IQ Lysis Buffer	Platinum (IV) Chloride
2-Propanol Optima LC/MS	DNA IQ Resin Beads	Polyvinyl chloride
3,4-Dihydroxy-3-cyclobutene-1,2-dione	DNA IQ Wash Buffer	POP-4
3130 Capillary Array	Dodecane	Potassium Bromide FT-IR Grade

Chemical Name	Chemical Name	Chemical Name
3500 Anode Buffer	DTT (Dithiothreitol)	Potassium chlorate
3500 Cathode Buffer	Ecgonine methyl ester	Potassium Chloride
3500 Conditioning Reagent	EDDP perchlorate	Potassium ferricyanide
3500 POP-4, 384/sample	EDTA Solution (0.5M)	Potassium hydroxide
3500xl 24cap array, 36cm	Electrode Storage Solution	Potassium iodide
3730 Buffer (10X) with EDTA	Escitalopram oxalate	Potassium Nitrate
3-Ethyltoluene	Estazolam	Potassium nitrite
3-Methyl-1,1-diphenylurea	Ethanol	Potassium perchlorate
3-Methylstyrene	Ethanol-100	Potassium permanganate
4-Aminophenol	Ethanol-20	Potassium phosphate dibasic
4-ANPP	Ethanol-200	Potassium phosphate monobasic
4-Methyl-2-pentanone	Ethanol-300	Potassium sulfate
4-Methylstyrene	Ethanol-400	Potassium sulfite
4-Nitrodiphenylamine	Ethanol-50	Potassium Thiocyanate
5% Hydrochloric Acid (HCl)	Ethanol-500	PowerPlex 5C Matrix
5-EAPB	Ethanol-80	PowerPlex Matrix Standards 3100/3130
5F-MDMB-PICA	Ether anhydrous	PowerPlex Y23 System
5-Sulfosalicylic acid	Ethyl acetate	PowerPlex® 6C Matrix Standard
5X Amp Solution	Ethyl Alcohol	PowerPlex® Fusion 6C 5X Master Mix
6-Acetylmorphine	Ethyl Alcohol Absolute	PowerPlex® Fusion 6C 5X Primer Pair Mix
6-Amino-1-naphthol-1,3-sulfonic acid	Ethyl ether	PowerPlex® Fusion 6C Allelic Ladder Mix
6C Matrix Mix	Ethylbenzene	PowerPlex® Fusion 6C System
7500 Spectral Dye Cal Kit	Etizolam	PowerQuant 20X Primer/Probe/IPC Mix
7-Aminoclonazepam	Etomidate	PowerQuant 2X Master Mix
7-Aminofluorazepam	Etonitazene	PowerQuant Calibration Buffer
ABAcad Hema Trace	EZ1 Advanced XL	PowerQuant Calibration Kit
ABAcad p30	EZ1 DNA Investigator Kit	PowerQuant Dilution Buffer
Acetaldehyde	FAM PowerQuant Cal Std	PowerQuant Male gDNA Standard
Acetaminophen	Fast Blue B	PowerQuant System
Acetic Acid	Female Component B Human DNA Quant Std	PP Kit Amp Grade Water
Acetone	Fentanyl	PP16 HS Internal Lane Standard 600
Acetonitrile	Fentanyl Conjugate	Pregabalin
Acetonitrile Optima LC/MS	Fentanyl Microplate	Pristane
Acetylfentanyl	Ferric chloride	Pro K (Proteinase K)
Acetylsalicylic acid	Ferric Nitrate	Proadifen hydrochloride
Acid Yellow	Ferrous Ammonium Sulfate Hexahydrate	Propofol
Acidic Ferric Chloride	Fluhalprazolam	Purified Water
Acrylfentanyl	Flubromazepam	Pyrazolam
Activated Carbon 50-200 Mesh	Flubromazolam	Pyridine
Agarose Low Melting Point	Flunitrazepam	Q670 PowerQuant Cal Std
Allura Red AC	Fluoxetine HCl	QIACube
alpha-2-Dimethylstyrene	Flurazepam	Qiagen ATE Buffer
alpha-Chlorobenzylidene-malonitrile	Formaldehyde	Qiagen Buffer ATL
alpha-Hydroxyalprazolam	Formamide	Qiagen Buffer MTL
alpha-Hydroxyetizolam	Formic acid	Qiagen Carrier RNA
alpha-Hydroxytriazolam	Formic Acid Optima LC/MS	Qiagen EZ1 Cartridge
alpha-Terpinene	Formic Acid, 99% for analysis	Qiagen G2 Buffer
Alprazolam	Fry's Reagent	Qiagen Pro K
Aluminum	Fry's Reagent #2	Qiagen QSL3 Buffer (stock)
Aluminum	Gabapentin	Qiagen QSW1 Buffer
Aluminum powder	Gamma-butyrolactone	Qiagen QSW2 Buffer
Aluminum Sulfate Hydrate	gamma-Terpinene	Quannfiler Stock DNA
AMB	Genetic DNA Ruler 100 - 6000bp	Rapid Hydrolysis Buffer
Amide Black	GHB Sodium Salt	Rapid hydrolysis buffer for abalone Ultra
Amido Black	Glycerin	Reagent Alcohol (for staining)
Am triptyline HCl	Gram Crystal Violet	Rhodamine 6G

Chemical Name	Chemical Name	Chemical Name
Ammonium Acetate	Gram Iodine	Rhodizonic acid
Ammonium Acetate 7.5M Solution	Guaiacol	RSID - Saliva Kit
Ammonium carbonate	Gunbheing Stock	RSID- Saliva Extraction Buffer
Ammonium chloride	Hemo-De Clearing Agent	RSID- Saliva Running Buffer
Ammonium dichromate	Hexachloroethane	S(+)-Amphetamine
Ammonium dihydrogen phosphate	Hexamine tablets	S(+)-Methamphetamine
Ammonium Hydroxide	Hexanes	S,S(+)-Pseudoephedrine
Ammonium molybdate	HFAA	Safranine O
Ammonium perchlorate	HFE-7100	Salicylic acid
Ammonium phosphate monobasic	Human DNA Quantifier Kit	Sarkosyl 20% RNase and DNase free
Ammonium Sulfate	Human DNA Quantitation Standard Kit	sec-Butylbenzene
Amphetamine Conjugate	Human Genomic DNA: Male	Selenous acid
Amphetamine Microplate	Human Semen - Single Donor	Sertraline HCl
AmpliTag Gold	Hydrochloric acid	Sevoflurane
Aniline Sulfate	Hydrocodone	Shandon Reagent Alcohol (For Staining)
Antimony (III) sulfide	Hydrogen Peroxide 3%	Silver Nitrate
AP Spot Test	Hydromorphone	Silver sulfate
Arsenic Trioxide	Hydroxylamine hydrochloride	Small Particle Reagent - Black (Powder)
Ascorbic acid	Hydroxy zinc diHCl	Small Particle Reagent (SPR) White
Atomoxetine HCl	Hydroxy zinc 2HCl	Sodium Acetate
Barbiturate Microplate	Hydroxy zinc-D8 2HCl	Sodium Acetate Anhydrous
Barium Chloride	Ibuprofen	Sodium benzoate
Barium nitrate	IMCSyme beta-glucuronidase	Sodium bicarbonate
Barium perchlorate	Imipramine	Sodium bitartrate
Basic fuchsin hydrochloride	Indigo Carmine	Sodium carbonate
Bead Suspension G	Instant Buffer I from Kura Biotech	Sodium chlorate
Benzene	Iodine	Sodium Chloride
Benzodiazepines Conjugate	Iodine Crystal Ampoules	Sodium Chloride 5M
Benzodiazepines Direct ELISA Kit	Iodine Fuming Gun disposable	Sodium Citrate
Benzodiazepines Microplate	Iron Oxide	Sodium hydroxide
Benzoyl ecgonine	Isobutyl Fentanyl	Sodium Hydroxide (NaOH)
Benzoyl ecgonine Conjugate	Isopropanol	Sodium Hydroxide Solution, 5N
beta-glucuronidase solution from Abalone	Isopropanol (For Cleaning Only)	Sodium hypochlorite
B-Glucuronidase from Helix pomatia	Isopropanol 70%	Sodium nitrate
B-Glucuronidase from Kura Biotech	Isopropyl Alcohol	Sodium nitrite
Brij 35, 30 w/v % solution in water	Isopropyl Myristate 96%	Sodium nitroprusside
Bromazepam	Isotonitazene	Sodium perchlorate
Bromobenzene	Ketamine	Sodium Phosphate Dibasic Anhydrous
Bromoform	Ketamine Conjugate	Sodium Rhodizonate
Brompheniramine maleate	Ketamine HCl	Sodium rhodizonate dibasic
Brucine Sulfate	Ketamine Microplate	Sodium sulfate
BSTFA w/1% TMCS	Kodak Developer and Neutralizer	Sodium sulfide nonhydrate
Buffer ATE	Lacosamide	Stabilized gram iodine
Buffer QSL 3	Lamotrigine	STAR Lyse & Prep Kit
Buffer QSW1	Lead (II) nitrate	Stop Reagent
Buffer QSW2	Leuco Crystal violet	Strontium nitrate
Buffer salt pH 9.18	Levetiracetam	Strontium oxide
Buffer Solution pH 10.00	Lidocaine	Strontium peroxide
Buffer Solution pH 4.00	Lithium carbonate	Strychnine
Buffer Solution pH 7.00	Lorazepam	Styrene
Buprenorphine	Lormetazepam	Sucrose
Buprenorphine Conjugate	LSD	Sulfamic acid
Buprenorphine Microplate	Luminal	Sulfuric acid
Buprenorphine-3beta-D-glucuronide	Luminal 3-Aminophthalhydrazide	Suvorexant

Chemical Name	Chemical Name	Chemical Name
Bupropion HCl	Magnesium metal powder	Swab Solution Kit
Butalbital	Magnesium metal turnings	Swab Solution Reagent
Butylbenzene	Magnesium nitrate	Synperonic N
Butyric acid	Magnesium perchlorate	Synthetic Negative Blood
CAB-O-SIL	Male Component A Human DNA Quant Std	Synthetic Negative Blood - Benzos
Caffeine	Maleic Acid	Synthetic Negative Blood-AEN
Calcium carbide	Maleic Acid	Synthetic Negative Blood-Am triptiline
Calcium carbonate	Manganese (III) oxide	Synthetic Negative Blood-Amphs
Calcium hydroxide	Manganese dioxide	Synthetic Negative Blood-Bup
Calcium hypochlorite	Maproline HCl	Synthetic Negative Blood-Cital
Calcium nitrate	Matrix Dilution Buffer	Synthetic Negative Blood-Citalopram
Calcium perchlorate	Mercuric iodide	Synthetic Negative Blood-ELISA
Calcium sulfate	Metaxalone	Synthetic Negative Blood-Fluoxetine
Carbamazepine	Methamphetamine Conjugate	Synthetic Negative Blood-Ketamine
Carbon Disulfide	Methamphetamine Microplate	Synthetic Negative Blood-NSAIDs
Carisoprodol	Methanol	Synthetic Negative Blood-Op
CC5 ILS 500 Y23	Methanol Optima LCMS	Synthetic Negative Blood-PCP
Celecoxib	Methovetamine	Synthetic Negative Blood-Tramadol
CFG-540 PowerQuant Cal Std	Methoxyamine hydrochloride	Synthetic Negative Blood-Vols
Charcoal	Methyl Benzoate	Synthetic Negative Blood-Zolp
Chlordiazepoxide	Methylene Blue	Synthetic Negative Blood-Zolpidem
Chloroform	Methylene Chloride	Synthetic Urine
cis-Tramadol HCl	Methylene iodide	Synthetic Urine Drug-free
cis-Tramadol-13C,D3 HCl	Methylstyrene	Tapentadol HCl
Citalopram HBr	Metonitazene	Tartaric acid
Citric acid	Metronidazole	TE Buffer (DNA Suspension Buffer)
Citric Acid Anhydrous	Microcrystalline cellulose	Temazepam
Clean Screen CSDAU206	Mida zolam	tert-Butyl Alcohol, ACS, 99+%
Clean Screen ZSDAU020	Mirtazapine	Tetradecane
Clean Screen ZSTHC020	Mirtazapine	THC Conjugate
Clobazam	Mixture Component C Human DNA Quant Std	THC Glucuronide Control
Clonazepam	Morin-dihydrate	THC Microplate
Clonazepam	Morphine	Thymol
Cobalt Thiocyanate	Morphine-3beta-D-glucuronide	Thymolphthalein Monophosphate Sodium Salt
Cocaine	MSTFA	Tin (II) chloride dihydrate
Cocaine Metabolite Microplate	MTBSTFA w/1% TBDMCS	Tin Granular
Codeine	Multicomponent Alcohol Mix-100	Titanium dioxide
Copper (II) carbonate	m-Xylene anhydrous	TMB Substrate
Copper (II) sulfate pentahydrate	N-(1-naphthyl)-ethylenediamine dihydrochlorid	TMR PowerQuant Cal Std
Crystal violet	N,N-Diethyl-m-tolamide	Toluene
Cumene	N,N-Diethylformamide	Topiramate
Cupric Carbonate	N,N-Diethylformamide anhydrous	Tramadol HCl
CUPRIC CHLORIDE	Naphthalene	trans-beta-Methylstyrene
Cupric nitrate	Naproxen	Triazolam
CXR PowerQuant Cal Std	n-butyl chloride	Trifluoroacetic anhydride
Cyanocrylate Packets - The "Finder"	n-Decane	Trimethylamine
Cyclohexane	N-Desmethylcitalopram	Tris-HCL Buffer 1 Molar pH 7.5
Cyclohexanone	N-Desmethyl-cis-tramadol HCl	Tris-HCL Buffer 1 Molar pH 8
Cyclopropylbenzene	N-Desmethylclobenzprine HCl	Tween 20
Cytoseal 60	N-Dodecylamine acetate	Ultra Beta Glucuronidase from UCT
d,l-11-Nor-Delta9-THC-carboxylic acid	N-Dodecylamine acetate	Undecane
d,l-MDMA	n-Eicosane	Universal pH indicator
d,l-Methadone	n-Heptadecane	Uranyl acetate
	n-Heptane (anhydrous)	Vanillin

Chemical Name	Chemical Name	Chemical Name
D10-Phenytol	n-Hexadecane	Venlafaxine HCl
D12-Topiramate	n-Hexane	WEN Internal Lane Standard 500
D3-(-)-delta9-THC	Nile Red	Wet powder black
D3-(+)-11-Hydroxy-delta9-THC	Nimetazepam	Wet Powder White
D3-1S,2R(+)-Ephedrine HCl	Ninhydrin	Xylazine Hydrochloride
D3-Cocaine	Nitrazepam	Xylenes
D3-Desipramine	Nitric Acid	Y23 10X Primer Pair Mix
D3-Diphenhydramine	Nitromethane	Y23 5X Master Mix
D3-Ecgonine methyl ester	Nitron	Y23 Allelic Ladder Mix
D3-Imipramine	N-Lauroylsarcosine sodium salt solution 20%, f	Zaleplon
D3-LSD	n-Nonane	Zinc Chloride
D3-Norbuprenorphine	n-Octadecane	Zinc Metal (Shot)
D3-Oxymorphone	n-Octane	Zinc oxide
D3-Pseudoephedrine HCl	Nonadecane	Zinc Powder
D4-7-Aminoclonazepam	Nonyl aldehyde	Zinc sulfate
D4-Buprenorphine	Norbuprenorphine	Zolpidem
D4-Clonazepam	Norbuprenorphine glucuronide	Zolpidem Conjugate
D4-Lorazepam	Norchlordiazepoxide	Zolpidem Microplate
D5-(+/-)-MDA	Nordiazepam	Zolpidem TMB Substrate
D5-(+/-)-MDMA	Norfentanyl HCl	Zopiclone