

GRANVILLE-HAVENWOODS ADVISORY COUNCIL BUSINESS QUESTIONNAIRE

Date 04/27/26

The Granville-Havenwoods Advisory Council reviews plans and proposals for redevelopment projects in the Granville-Havenwoods Development Area for consistency with the goals, needs, and desires of the Granville-Havenwoods community and its residents, businesses, property owners and other stakeholders. The Granville-Havenwoods Development Area is bounded by W. County Line Road, Good Hope Road, N. 43rd Street, and N. 107th Street. Additionally, the council would like to be informed of new businesses or developments coming into the Granville-Havenwoods Development Area or altering operations within the area. The council would like to review those businesses/developments and possibly offer recommendations or provide input on them. Any recommendations made by this council are advisory only to other required processes.

Please be prepared to present on your business or proposed business for roughly 5 minutes. If you are not confident in your command of English, please bring a translator with you. Applicants must meet with the local Council member prior to appearing at this meeting and may be moved to the next meeting date, if the meeting runs long

Individual Name: <small>INCLUDE ALIASES AND PRIOR NAMES</small> JOHN TUCKER JR
Email: JOHNTUCKER@ACCUDRIVELLC.COM
1. What is the legal name and D/B/A name of your business? ACCUDRIVE LLC
2. What is the address of your business or proposed business? 7800 W BROWN DEER RD
3a. Are you a new or existing business? New
3b. How many years have you been in business?
4. Describe the product(s) or service(s) you offer. Include specific activities to be held at the proposed location. Include all licensing needed/applied for. USED CAR SALES
5. What problem does your business solve? CUSTOMERS BUYING OVERPRICED USED VEHICLES
6a. How will you involve the community? COLLABORATE WITH OTHER LOCAL BUSINESSES
6b. How will you give back to the community? OFFER SPECIALS FOR LOCAL RESIDENTS

Continued ⇄

<p>7. What are the business hours of operation?</p> <p>TUESDAY - SATURDAY 10-5 & BY APPOINTMENT</p>
<p>8. Who is your target audience?</p> <p>DIGITAL REGIONAL BUYERS WHO VALUE TIME & TRANSPARENCY OVER THE " DEALERSHIP EXPERIENCE "</p>
<p>9a. Why do you want your business to be located within the 9th district?</p> <p>THE LOCATION HAS A SECURED LOT WITH MINIMAL FOOT TRAFFIC</p>
<p>9b. How will your business improve the 9th district?</p> <p>BY REDUCING THE VACANCY ISSUE IN THE NORTH RIDGE AREA & BY SUPPORTING OTHER NEARBY BUSINESSES IN THE 9TH</p>
<p>10. Who will maintain the exterior premise of your establishment?</p> <p>ACCUDRIVE</p>
<p>11. Are you leasing or buying the building where your business will be located?</p> <p>LEASING</p>
<p>12. Describe your security design.</p> <p>SECURITY CAMERAS & FENCED AREA</p>
<p>13. Does your proposal involve any City approvals? If so, what are those approval processes?</p> <p>REQUIRES AN OCCUPANCY PERMIT, WHICH HAS ALREADY BEEN OBTAINED</p>
<p>14. What is the project timeline or schedule for your development or business, including any City approvals that are required?</p> <p>ASAP</p>
<p>15a. Do you have a written business plan?</p> <p>YES</p>
<p>15b. Does your plan include a marketing plan?</p> <p>YES</p>
<p>15c. Are you doing financing? If yes, with whom?</p> <p>NO</p>
<p>15d. What is your plan on hiring and how many full/part-time employees?</p> <p>PROJECTED EMPLOYMENT WOULD VARY DEPENDING ON VOLUME</p>

Continued ▼

<p>15e. Are you going to hire within the community and how do you plan to recruit/train these individuals?</p> <p>YES, RECRUITMENT WOULD BE VIA SOCIAL MEDIA & TRAINING IS OTJ</p>
<p>15f. What insurance coverage do you have?</p> <p>LIABILITY, THEFT & AUTOMOTIVE</p>
<p>16. If needed, have you contacted the Department of Public Works?</p> <p>NOT NEEDED</p>
<p>17. Do you have a contractor for plumbing, HVAC, and architect? If yes, who are they?</p> <p>NOT NEEDED</p>
<p>18. Have you obtained your seller's permit?</p> <p>YES</p>
<p>19. Have you registered with the Department of Financial Institutions?</p> <p>YES</p>
<p>20. Do you have an accountant and a lawyer? If yes, who are they?</p> <p>NO</p>
<p>21. Do you currently have any unpaid financial judgments against you personally or any businesses you are involved with and/or in? If the questionnaire is not answered in full you will not be recommended to proceed in the process.</p> <p>NO</p>

Please provide interest in the land. The following documents are acceptable forms of proof of interest in the land:

- Land Contract, Quit Claim Deed or Warranty Deed, if you own the property
- Offer to Purchase, if you are expecting to purchase the property
- Lease, if you rent the property
- Option, if you have an option on the property

All documents must be signed by all parties. Tax bills, title policies, mortgage papers or rent receipts are not acceptable forms of interest

GRANVILLE-HAVENWOODS ADVISORY COUNCIL INDIVIDUAL QUESTIONNAIRE

Date

All individuals involved in the business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your application or renewal is not complete until all required Individual Questionnaires are submitted.


Part A: Business Information				
1. Legal Business Name (individual name if sole proprietor)				
ACCUDRIVE LLC				
2. Business Trade Name or DBA				
ACCUDRIVE				
3. Entity Type (check one)				
<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> Partnership		<input checked="" type="checkbox"/> Limited Liability Company
		<input type="checkbox"/> Corporation		<input type="checkbox"/> Nonprofit Organization

Part B: Individual Information				
1. Last Name		2. First Name		3. M.I.
TUCKER		JOHN		L
4. Relationship to Business (Title)		5. Email		6. Phone
OWNER		JOHNTUCKER@ACCUDRIVELLC.COM		4147886198
7. Home Address				
12341 DANDELION CT				
8. City	9. State	10. Zip Code	11. Date of Birth	
MEQUON	WI	53092	08/06/73	
12. Driver License/State ID Number			13. Driver License/State ID State of Issuance	
T2604727328602			WI	

Part C: Address History					
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?				Years	Months
				25	
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1		City	State	Zip Code	
12341 DANDELION CT		MEQUON	WI	53092	
Previous Address 2		City	State	Zip Code	
Previous Address 3		City	State	Zip Code	
Previous Address 4		City	State	Zip Code	
Previous Address 5		City	State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County	State	County
MD	PRINCE GEORGE'S				
State	County	State	County	State	County
DC					

Continued ~

Part D: Criminal History		
<p>1. Have you ever been convicted of any offenses (excluding traffic offenses) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.</p>		
Law/Ordinance Violated BUILDING CODE	Location MILWAUKEE	Conviction Date
Penalty Imposed FINANCIAL FINES		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>2. Are charges for any offenses currently pending against you (excluding traffic offenses) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.</p>		

Part E: Attestation	
<p>READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully.</p>	
Signature 	Date 04/27/26

OFFICE BUILDING LEASE

THIS OFFICE BUILDING LEASE (the "Lease"), made and entered as of the 16th of January, 2026, by and between GREENZONE INDUSTRIAL PARK PHASE I, LLC, a Nevada limited liability company (hereinafter called "Landlord"), and Accudrive LLC, a Wisconsin limited liability company ("Tenant").

WITNESSETH

1. **DEFINITIONS.** The following definitions shall apply whenever used in this Lease:

- (a) **"Premises"**: That certain premises having an agreed rentable area of 1760 "rentable square feet" (as set forth below) of space ("Agreed Rentable Area of Premises"), located on the first floor of the Building (as defined below), as shown and designated on the floor plan attached hereto as Exhibit A and made a part hereof.
For purposes of this Lease, "rentable square feet" shall be calculated pursuant to Standard Method of Measuring Floor Area in Office Building, ANSI Z65.1 – 2010 ("BOMA"), Landlord's space planner/architect shall measure the rentable square feet of the Premises. The determination of Landlord's space planner/architect shall be conclusive and binding upon the parties. If such determination is made, it will be confirmed in writing by Landlord to Tenant.
- (b) **"Commencement Date"**: shall mean February 1, 2026.
- (c) **"Lease Term"**: A period of sixty-three (63) calendar months commencing on the Commencement Date and ending on the last day of the sixty-third (63rd) month thereafter (the "Expiration Date"), unless sooner terminated as provided herein.
- (d) **"Rental"**: Effective as of the Commencement Date, the applicable annual rental for the premises shown below:

Lease Period	Per SQ FT	Annually	Monthly
Month 1 – Month 12	\$10.00	\$17,600.00	\$1466.00
Month 13 – Month 24	\$10.36	\$18,233.60	\$1519.46
Month 25 – Month 36	\$10.73	\$18,884.80	\$1573.73
Month 37 – Month 48	\$11.11	\$19,553.60	\$1629.46
Month 49 – Month 60	\$11.51	\$20,257.60	\$1688.13
Month 61 – Month 63	\$11.91	\$20,961.60	\$1746.80

*Tenant is entitled to 3 months of abated Rental per the terms and conditions of Section 5(c) of this Lease.

- (e) **"Security Deposit"**: \$2039.84.
- (f) **"Building"**: The office building constructed on the Land, located at 7800 W. Brown Deer Road, Milwaukee, Wisconsin 53223. As of the date of this Lease, the Building has a rentable area of office space of 175,610 rentable square feet (the **"Agreed Rentable Area of the Building"**).
- (g) **"Land"**: That certain tract of land in Milwaukee County, Wisconsin, Tax Key #0329997123, described on **Exhibit B** attached hereto and made a part hereof.
- (j) **"Complex"**: Being the Land, office buildings (including the Building), and all other structures, improvements, fixtures and appurtenances now or hereafter placed, constructed or erected, or to be constructed or erected on or contained in such area, to the extent same are owned by Landlord or any entity related to or affiliated with Landlord.
- (k) **"Common Areas"**: For purposes of this Lease those areas of the Building and Complex which are provided and maintained for the common use and benefit of Landlord and tenants of the Complex generally, together with the agents, employees, patrons, guests, licensees and invitees of Landlord and such tenants, including, without limitation, all parking areas, enclosed or otherwise, streets, sidewalks, lighting and landscaped areas located around the Building and within the Complex.

2. **DEMISE.**

- (a) Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, as herein set forth, does hereby **LEASE, DEMISE** and **LET** unto Tenant, and Tenant accepts the Premises for the Lease Term. Tenant agrees and acknowledges that the Premises (whether consisting of less than one floor or consisting of one or more full floors within the Complex) do not include, and Landlord hereby expressly reserves for its sole and exclusive use, any and all mechanical, electrical, telephone and similar rooms, janitor closets, elevator, pipe, and other vertical shafts and ducts, flues, stairwells, any area above the acoustical ceiling, and any other areas not specifically shown on **Exhibit A** as being part of the Premises; provided, however, Landlord acknowledges and agrees that Tenant shall have the right (with Landlord's prior consent, which will not be unreasonably withheld, conditioned or delayed) to use on a non-exclusive basis the area above the acoustical ceiling and such mechanical, electrical and telephone rooms within the Building designated by Landlord for purposes of installing communication and computer equipment and wiring necessary for Tenant's business operations; provided, that at Landlord's option, Tenant will tag or remove such communication and computer equipment and wiring upon the expiration or earlier termination of this Lease at Landlord's sole discretion. For purposes of the immediately preceding sentence, Landlord confirms that Tenant may tag such wiring upon the expiration or earlier termination of this Lease to the extent then permitted by applicable law, code, and regulations.
- (b) Prior to the Commencement Date, Landlord shall, at its sole cost, repaint the Premises and have the carpets located within the Premises professionally cleaned (collectively, **"Landlord's Work"**)

- (c) Landlord represents and warrants to Tenant that on the Commencement Date, Landlord shall, at its cost, deliver actual physical possession of the Premises to Tenant (i) in broom clean condition free of all personal property of any prior tenant, (ii) in compliance with all applicable laws, (iii) with Landlord's Work completed, (iv) free of any cables and lines (including data and computer) other than lines installed by Tenant, (v) in good operating and physical condition, and (vi) with a certificate of occupancy for the Building in its current state (collectively, the "*Delivery Conditions*").
- (d) The Premises are leased by Landlord to Tenant are to be used and possessed by Tenant upon and subject to all of the terms, provisions, covenants, agreements and conditions contained in this Lease, including, without limitation, the terms, provisions, covenants, agreements and conditions contained in each exhibit, rider and addendum attached hereto.

3. **COMMENCEMENT OF RENT.** Tenant shall have the right to take possession of the Premises on and after the Commencement Date, provided that such possession shall be subject to the terms and conditions of this Lease. If the Commencement Date occurs on a day other than the first day of a calendar month, then the Term of this Lease shall be extended such that it shall continue for the number of full calendar months set forth in Section 1(c) plus the first partial calendar month following the Commencement Date. Any Rent due for a partial calendar month shall be prorated based upon the actual number of days of the Lease Term during such partial month.

4. **USE AND OCCUPANCY.**

- (a) **General.** Tenant agrees that the Premises shall be used and occupied by Tenant as and for the Permitted Use and for no other purpose, Tenant agrees to use and maintain the Premises in a clean, careful, safe and proper manner and to comply with all laws, ordinances, orders, rules and regulations of all governmental bodies (state, federal and municipal) applicable to the Premises or Tenant's use or occupancy thereof. Tenant will not in any manner deface or injure the Building or the Complex or any part thereof or overload the floors of the Premises. Tenant agrees to pay for any damage to the Premises or to any other part of the Building or the Complex caused by Tenant or any of its agents, employees, licensees, or invitees, within thirty (30) days of receipt of an invoice therefor from Landlord. Tenant agrees not to use or allow or permit the Premises to be used for any purpose prohibited by any law of the United States or of the State of Wisconsin or by any ordinance of the County of Milwaukee or the City of Milwaukee, and Tenant agrees not to commit waste or suffer or permit waste to be committed or to allow or permit any nuisance on or in the Premises. Tenant will not use the Premises for lodging or sleeping purposes or for any immoral or illegal purposes. Tenant shall not at any time sell or purchase or permit, except with Landlord's prior written approval, the sale or purchase of food, beverages, cigars, cigarettes or other smoking materials in any form by or to any of Tenant's agents or employees or any other parties on the Premises; provided, however, that the foregoing prohibition shall not apply to the sale and purchase of food and beverages from vending machines located on the Premises in accordance with this Lease. Tenant will conduct its business and occupy the Premises, and will control its agents, employees, licensees and invitees in such a manner so as not to create any nuisance or disturb any of the other tenants in the Complex or Landlord in its management of the Building or the Complex and so as not to injure the reputation of the Building or the Complex. Tenant shall not use the Premises or allow or permit same to be used in any way or for any purpose

that Landlord may reasonably deem to be hazardous or which will increase the rate of fire or other insurance for the Building or the Complex or its contents or in respect of the operation of the Building or the Complex or which may render the Building or the Complex uninsurable at normal rates by responsible insurance carriers authorized to do business in the State of Wisconsin or which may render void or voidable any insurance on the Building or the Complex. Tenant shall promptly correct any violation of any governmental law, rule or regulation relating to the Premises caused by Tenant, its agents, employees or contractors, or due to a change in such law, rule or regulation promulgated or as first interpreted after the Commencement Date. Tenant shall comply with any direction of any governmental authority having jurisdiction which imposes any duty upon Tenant or Landlord with respect to the Premises or the occupancy or use thereof. Tenant shall not erect, place or allow to be placed any sign, advertising matter, stand, booth, or showcase in or upon the doorsteps, vestibules, halls, corridors, doors, outside walls, outside windows, or pavement of the Building or the Complex or the Land without the prior written consent of Landlord.

(b) **Hazardous Materials.**

- (i) Tenant shall not incorporate into, or use or otherwise place or dispose of at the Premises, the Building or any other portion of the Complex any hazardous or toxic materials, except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (A) such materials are in small quantities, properly labeled and contained, (B) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal, (C) notice of and a copy of the current material safety data sheet (to the extent required by applicable law) is provided to Landlord for each such hazardous or toxic material, and (D) such materials are used, transported, stored, handled and disposed of in accordance with all applicable governmental laws, rules and regulations. Subject to Landlord's compliance with Section 15, Landlord shall have the right to periodically inspect, take samples for testing and otherwise investigate the Premises for the presence of hazardous or toxic materials.
- (ii) For purposes of this Lease, hazardous or toxic materials shall mean asbestos containing materials and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals under then-current applicable governmental laws, rules or regulations or that are subject to any right-to-know laws or requirements. For purposes of this Lease "*Environmental Law*" shall mean any federal, state, or local statute, ordinance, regulation, or court or administrative order affecting the Building or the Complex presently in effect or promulgated in the future, as amended from time to time, regulating hazardous or toxic substances. If during the Lease Term Tenant or its employees, agents or contractors violate the provisions of this Section 4(b) or otherwise contaminate the Premises or any other portion of the Building or the Complex (a "*Tenant Environmental Violation*"), then, at Landlord's option, (A) Tenant shall clean-up, remove and dispose of the hazardous or toxic material causing the Tenant Environmental Violation, in compliance with all applicable Environmental Laws and shall repair any damage to the Premises, the Building or the Complex within such period of time as may be reasonable under the

circumstances as designated by Landlord after written notice by Landlord, or (B) Tenant shall reimburse Landlord for all costs and expenses in connection with Landlord's clean-up, removal and disposal of the material causing the Tenant Environmental Violation. If Landlord elects for Tenant to perform such cleanup, Tenant shall promptly notify Landlord of its method, time and procedure for any clean-up or removal and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours. Tenant's obligations under this Section shall survive the termination of this Lease.

(c) Disability Acts.

- (i) Subject to Section 4(c)(ii) of this Lease, from and after the Commencement Date, Tenant shall be obligated to see that the Premises comply with all existing requirements of and regulations issued under the provisions of the Americans With Disabilities Act of 1990, 42 U.S.C. Sections 12101-12213, as amended (hereinafter collectively called the "*Disability Acts*") for each of the following: (A) alterations or improvements to any portion of the Premises performed by or for Tenant (excluding the Landlord's Work) after the Commencement Date; (B) obligations or complaints arising under or out of Title I of the Americans With Disabilities Act or Tenant's employer-employee obligations; (C) obligations or complaints arising under or out of the conduct or operations of Tenant's business, including any obligations or requirements for barrier removal to customers or invitees as a commercial facility or as a public accommodation (as defined in the Disability Acts); and (D) any change in the nature of Tenant's business or its employees, or financial net worth, or Tenant's business operations that triggers an obligation under the Disability Acts.
- (ii) Notwithstanding anything contained in this Lease to the contrary, Landlord shall be responsible for compliance of the common areas of the Complex and Building (including, without limitation, common area rest rooms) with all existing requirements and regulations issued pursuant to the Disability Acts.

5. RENTAL.

- (a) Tenant agrees to pay to Landlord in currency of the United States of America, without any setoff or deduction whatsoever, except as expressly provided herein, the Rental and all other sums (whether or not expressly designated as rent) required to be paid to Landlord by Tenant hereunder, including, without limitation, any sums payable to Landlord under any exhibit, rider or addendum attached hereto (all of which shall constitute rent and are sometimes herein collectively referred to as "*Rent*"). The Rental shall be due and payable in advance in monthly installments (but no later than the first of each month), which monthly installments shall commence on the Commencement Date and shall continue on the first day of each calendar month thereafter during the Lease Term. Tenant hereby agrees to pay such Rental to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time) monthly, in advance, (but no later than the first of each month), and without demand. If the Commencement Date occurs on a day other than the first day of a calendar month

or the Lease Term ends on a day other than the last day of a calendar month, then the installments of Rental for such month or months shall be prorated, based on the number of days in such month. Landlord and Tenant acknowledge and agree that this is a gross (as opposed to net) lease. Except as expressly set forth herein, Landlord shall pay all taxes, assessments, operating costs and all other amounts with respect to the Premises, Building and/or Complex. Tenant shall be required to pay only the Rent and other costs and expenses that Tenant is obligated to pay as expressly set forth in this Lease.

- (b) If Landlord shall direct Tenant to pay Rental or other additional Rent to a "lockbox" or other depository whereby checks issued in payment of such amounts (or both, as the case may be) are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease, Landlord shall be deemed to have accepted such payment if (and only if) within the ten (10)-day period after the date on which the lockbox or other depository receives such funds, Landlord shall not have refunded such payment to Tenant, in which refund case Tenant shall resubmit such payment to Landlord as directed by Landlord and Tenant shall not be in default or subject to any late payment penalties or interest under this Lease if Tenant makes such payment within ten (10) days after its receipt of written directions from Landlord on where to make such payment. Landlord hereby directs Tenant to make Rent payments to the address for payment of rents set forth in under the signature block for Landlord on this Lease.
- (c) Notwithstanding anything in the Lease to the contrary, so long as no event of default exists (beyond any applicable notice and cure period) at any time following the Commencement Date, Tenant shall be entitled to an abatement of Rent for the first, second, and third full calendar months of the Lease Term (such period being referred to as the "*Rent Abatement Period*", and the amounts so abated being referred to as the "*Abated Rent*"). If any event of default by Tenant (beyond any applicable notice and cure period) exists or occurs at any time during the Lease Term, the Abated Rent shall immediately become due and payable. The payment by Tenant of the Abated Rent following an event of default by Tenant shall not limit or affect any of Landlord's other rights, pursuant to the Lease or at law or in equity.

6. **INTENTIONALLY DELETED**

7. **SERVICES TO BE FURNISHED BY LANDLORD.**

- (a) So long as Tenant is not in default under this Lease beyond any applicable notice and cure period under this Lease, Landlord agrees to furnish the following services to the Premises:
 - (i) Hot and cold water at those points of supply provided for general use of other tenants in the Complex, central heat, ventilation and air conditioning in season, at such temperatures and in such amounts as are considered by Landlord to be standard or as required by governmental authority; provided, however, heating and air conditioning service at times other than for "*Normal Business Hours*" for the Complex (which are 7:00 a.m. to 6:00 p.m. on Mondays through Fridays and 7:00 a.m. to 1:00 p.m. on Saturdays, exclusive of normal "*Business Holidays*" as hereafter defined) shall be furnished after written request by Tenant at Landlord's prevailing rate (initially a cost of Fifty and No/100 Dollars (\$50.00) (or the prevailing

usage charged by Landlord at such time) per air handler per hour. Should Landlord's costs to operate such air handlers increase, Landlord shall be entitled to correspondingly increase the aforesaid charge to Tenant for such use outside of Normal Business Hours upon thirty (30) days' prior written notice to Tenant. For purposes of this section "*Business Holidays*" shall mean normal business holidays as determined by Landlord, currently: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.

- (ii) Janitorial services, including customary trash removal, as determined by Landlord; provided, however, if Tenant's floor covering or other improvements require special treatment, which is requested by Tenant, Tenant shall pay Landlord for the additional cleaning cost attributable thereto as additional rent upon presentation of a statement or invoice therefor by Landlord. In addition, if trash to be removed is more than what is customary for standard office use, Tenant shall pay Landlord for the additional cost attributable thereto as additional rent upon presentation of a statement therefor by Landlord.
- (iii) Subject to the provisions of Section 13 of this Lease, facilities to provide all electrical current required by Tenant in its use and occupancy of the Premises.
- (iv) Elevator service.
- (v) Commercially reasonable security during Normal Business Hours in the form of a security guard or such other security measures as Landlord reasonably deems appropriate. Landlord, however, shall have no liability to Tenant, its employees, agents, invitees or licensees for any loss, damage or injury of any kind or nature caused by or as a result of the presence of any unauthorized person in the Premises, the Building or the Complex, including, without limitation, any loss, damage or injury due to theft, burglary or other criminal conduct by any person (REGARDLESS OF WHETHER ANY SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY OR ARISES OUT OF LANDLORD'S NEGLIGENCE OR THE NEGLIGENCE OF ANY OFFICER, EMPLOYEE OR AGENT OF LANDLORD OR ANY STRICT LIABILITY), and Landlord shall not be required to insure against any such loss, damage or injury. Tenant shall cooperate fully in Landlord's efforts to maintain security in the Building and Complex and shall follow all rules and regulations promulgated by Landlord with respect thereto.
- (vi) The failure by Landlord to any extent to furnish or the interruption or termination of the services described in Sections 7(a)(i), 7(a)(iii) or 7(a)(iv) above, in whole or in part, resulting from causes other than the gross negligence or intentional misconduct of Landlord, shall not render Landlord liable to Tenant or any other person in any respect, or be construed as an eviction of Tenant, or work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Should any of the equipment or machinery used in the provision of such services for any cause cease to function properly, Tenant shall have no claim for offset or abatement of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom.

- (vii) Except as otherwise expressly provided herein, Landlord shall not be required to make any repairs to the Premises.
- (viii) If permitted by applicable law, Landlord shall have the right at any time and from time to time during the Lease Term to contract (A) from any utility provider currently providing services to the Building or Complex or (B) from a different company or companies providing any utility service (each such company shall hereinafter be referred to as an "*Alternative Service Provider*"), provided, that such Alternative Service Provider can provide such utility service in a commercially reliable manner and that the cost of such utility service is available at a cost that is not materially in excess of the cost available from other utility providers, taking into consideration the quality and reliability of such service. Tenant shall cooperate with Landlord, the current utility provider and the Alternative Service Provider at all times and, as reasonably necessary, shall allow Landlord, the current utility provider and any Alternative Service Provider reasonable access to the Premises, Building's and/or the Complex's electric lines, feeders, risers, wiring and any other machinery within the Premises.

8. **DELIVERY AND ACCEPTANCE OF PREMISES.** SUBJECT TO THE DELIVERY CONDITIONS, THE PREMISES ARE BEING LEASED "AS IS", "WHERE IS" AND "WITH ALL FAULTS", WITH TENANT ACCEPTING ALL DEFECTS, IF ANY; AND EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE, LANDLORD MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES (WITHOUT LIMITATION, LANDLORD MAKES NO WARRANTY AS TO THE HABITABILITY, FITNESS OR SUITABILITY OF THE PREMISES FOR A PARTICULAR PURPOSE), AND TENANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES AND TO HAVE QUALIFIED EXPERTS INSPECT THE PREMISES PRIOR TO THE EXECUTION OF THIS LEASE.

9. **ALTERATIONS AND ADDITIONS.**

- (a) All alterations, additions and improvements to the Premises shall become a part of the Premises and the Building and shall be owned by and be the property of Landlord, at the time same are placed in or upon the Premises without compensation to Tenant. Tenant shall not, without the prior written consent of Landlord (which consent Landlord may withhold in its sole discretion), make any changes, modifications, alterations, additions or improvements (other than Landlord's Work) to, or install any equipment or machinery (other than office equipment and unattached personal property) on, the Premises (all such changes, modifications, alterations, additions, improvements are herein collectively referred to as "*Installations*") if any such Installations would (i) affect any structural or load bearing portions of the Complex, (ii) result in a material increase of electrical usage above the normal type and amount of electrical current to be provided by Landlord, (iii) result in an increase in Tenant's usage of heating or air conditioning, (iv) adversely impact mechanical, electrical or plumbing systems in the Premises or the Complex, (v) affect areas of the Premises which can be viewed from Common Areas, (vi) adversely affect Landlord's ability to deliver services to other tenants of the Complex or (vii) violate any provision of this Lease (all of the foregoing hereinafter called "*Structural Installations*").

As to Installations not covered by the preceding sentence (hereinafter called "*Non-Structural Installations*"), Tenant will not perform same without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All Installations shall be at Tenant's sole cost and expense. Without in any way limiting Landlord's consent rights, Landlord shall not be required to give its consent until (1) Landlord approves the contractor or person making such Installations and approves such contractor's insurance coverage to be provided in connection with the work, (2) Landlord approves final and complete plans and specifications for the work and (3) the appropriate governmental agency, if any, has approved the plans and specifications for such work. All work performed by Tenant or its contractor relating to the Installations shall conform to applicable governmental laws, rules and regulations, including, without limitation, the Disability Acts. Upon completion of the Installations, Tenant shall deliver to Landlord "as built" plans, if reasonably requested by Landlord. If Landlord performs such Installations, Tenant shall reimburse Landlord for its actual costs, as additional rent, the cost thereof plus fifteen percent (15%) as reimbursement for Landlord's overhead. Notwithstanding the foregoing, Landlord shall have the right to charge Tenant for its actual costs incurred in obtaining peer reviews of plans for Tenant's Structural Installations which Tenant shall pay within ten (10) days following demand therefor. Each payment shall be made to Landlord within ten (10) days after receipt of an invoice from Landlord. All Non-Structural Installations shall be removed at the termination of this Lease, as provided in Section 11. Structural Installations shall be removed at the termination of this Lease as provided in Section 11, except if approved by Landlord without the requirement that such Installations be removed upon termination of this Lease, on the plans submitted by Tenant to Landlord for such Structural Installation. Tenant shall indemnify and hold Landlord harmless from, and reimburse Landlord for and with respect to, any and all costs, expenses (including reasonable attorneys' fees), demands, claims, causes of action and liens, arising from or in connection with any Installations performed by or on behalf of Tenant (excluding the Landlord's Work) (unless same is caused by the gross negligence or willful misconduct of Landlord). All Installations performed by or on behalf of Tenant will be performed diligently and in a first-class workmanlike manner and in compliance with all applicable laws, ordinances, regulations and rules of any public authority having jurisdiction over the Complex and/or Tenant's and Landlord's insurance carriers. Landlord will have the right, but not the obligation, to inspect periodically the work on the Premises and may reasonably require changes in the method or quality of the work. Any approval by Landlord (or Landlord's architect and/or engineers) of any of Tenant's contractors or Tenant's drawings, plans or specifications which are prepared in connection with any construction of improvements (including, without limitation, Landlord's Work) in the Premises shall not in any way be construed as or constitute a representation or warranty of Landlord as to the abilities of the contractor or the adequacy or sufficiency of such drawings, plans or specifications or the improvements to which they relate, for any use, purpose or condition.

- (b) Landlord hereby reserves the right and at all times shall have the right to repair, change, redecorate, alter, improve, modify, renovate, enclose or make additions to any part of the Building or Complex (including, without limitation, structural elements and load bearing elements within the Premises) and to enclose and/or change the arrangement and/or location of driveways or parking areas or landscaping or other Common Areas of the Building or Complex, all without being held guilty of an actual or constructive eviction of Tenant or breach of the implied

warranty of suitability and without an abatement of rent (the "*Reserved Right*"). Notwithstanding anything to the contrary in this Lease, when exercising the Reserved Right, Landlord shall not: materially, adversely affect access to the Premises, change the size, location or configuration of the Premises, materially reduce the number of parking spaces available to the Building, or limit Tenant's ability to utilize the Premises for the Permitted Use. Without in any way limiting the generality of the foregoing, Landlord's Reserved Right shall include, but not be limited to, the right to do any of the following: (i) erect and construct scaffolding, pipe, conduit and other structures on and within and outside of the Premises where reasonably required by the nature of the changes, alterations, improvements, modifications, renovations and/or additions being performed, (ii) perform within and outside of the Premises all work and other activities associated with such changes, alterations, improvements, modifications, renovations and/or additions being performed, (iii) repair, change, renovate, remodel, alter, improve, modify or make additions to the arrangement, appearance, location and/or size of entrances or passageways, doors and doorways, corridors, elevators, elevator lobbies, stairs, toilets or other Common Areas, (iv) temporarily close any Common Area and/or temporarily suspend Building or Complex services and facilities in connection with any repairs, changes, alterations, modifications, renovations or additions to any part of the Building or Complex, (v) repair, change, alter or improve plumbing, pipes and conduits located in the Building or Complex, including, without limitation, those located within the Premises, and repair, change, modify, alter, improve, renovate or make additions to the Building or Complex central heating, ventilation, air conditioning, electrical, mechanical or plumbing systems. When exercising the Reserved Right, Landlord will use commercially reasonable efforts to interfere with Tenant's use and occupancy of the Premises as little as is reasonably practicable under the circumstances.

- (c) In the event that Landlord exercises its Reserved Right within the Premises, other than in the event of a damage or destruction (which shall be governed by Section 23 hereof); or an emergency situation that threatens the health or safety of persons or property in which event Landlord shall endeavor to complete any such repairs promptly; Landlord shall endeavor to complete such repairs within thirty (30) days after being notified of such repair obligation by Tenant, or if same cannot reasonably be repaired within such thirty (30) day period, within a reasonable period of time, provided Landlord commences to repair within such thirty (30) day period and diligently pursues same to completion.

10. **SIGNAGE AND GRAPICS.** Landlord shall, in connection with Landlord's initial delivery of the Premises to Tenant and at Landlord's cost, provide and install the letters and numerals or signs identifying Tenant's name and suite identification number on the existing Building directory, if any, and on a Building-standard sign at the main entrance door to the Premises and provide wayfinding signage directing Tenant's customers and employees to park on the south side of the Building (collectively, "*Landlord Installed Signage*"). In the event that Landlord installs signage on Brown Deer Road, Tenant, at its own expense, shall have the right to install the letters and numerals or signs identifying Tenant's name and suite identification number on the Brown Deer Road signage, subject to Landlord's prior written consent (which consent shall not to be unreasonably withheld, conditioned or delayed). Tenant shall not otherwise inscribe, paint, affix, or display any signs, advertisements, or notices on or in the Building or the Premises which is visible from outside of the Premises, except signage approved in advance by Landlord in writing. Landlord may withhold approval of any Tenant sign if necessary, in Landlord's discretion, to preserve aesthetic standards for the Building. Any signs permitted hereunder shall constitute Installations and shall be subject to the provisions of Section 9 of the Lease. No signs, posters or items of any nature shall be placed on the

windows of the Premises or otherwise be visible from outside of the Premises without the prior written approval of Landlord. Subject to Landlord's reasonable approval of location and design, and subject to receipt of all governmental approvals and compliance with all applicable zoning ordinances, building codes, signage regulations, deed restrictions, development codes, and all other laws, rules, regulations, ordinances, codes, restrictions and agreements applicable to the use and development of the Building, Tenant shall be entitled to install standard signage on the Building monument sign at Tenant's sole cost and expense. All signs permitted hereunder (excluding Landlord Installed Signage) shall be removed by Tenant, at its sole cost and expense, upon the expiration or earlier termination of this Lease, and Tenant shall be liable for repair of any damage of the area caused by such removal.

11. **SURRENDER OF THE PREMISES BY TENANT.** On the Expiration Date or on earlier termination of this Lease, Tenant shall at once surrender possession of the Premises and deliver said Premises to Landlord in good order and in a condition consistent with Tenant's repair obligations under this Lease, except for reasonable wear and tear, casualty loss and condemnation, damage caused by Landlord or any of Landlord's employees, agents, contractors, subcontractors or invitees, and repairs or maintenance for which Tenant is not responsible under this Lease. If such possession is not immediately surrendered, Landlord may forthwith enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises, or any part thereof, without having any civil or criminal liability therefor. Tenant shall, by the expiration date or, if this Lease is earlier terminated, within seven (7) days after the termination, remove from the Premises, at the sole expense of Tenant, (a) all furniture, equipment, movable trade fixtures and other personalty installed or placed in the Premises by or on behalf of Tenant, including, but not limited to, raised floors, supplemental HVAC units and cabling (hereinafter called "*Tenant's Property*") (unless Landlord is asserting its lien rights therein), (b) all Non-Structural Installations, and (b) Structural Installations where removal has been required by Landlord pursuant to Section 9. All such removals shall be accomplished in a good workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the Building or the plumbing, electrical lines or other utilities. If Tenant fails to deliver the Premises in the condition aforesaid, then Landlord may restore the Premises to such condition at Tenant's expense and costs relating to such Landlord restoration shall be paid by Tenant to Landlord on demand. All Tenant's Property required to be removed by this Section not removed within the time period required hereunder shall be conclusively presumed to have been abandoned by Tenant and Landlord may, at its option, take over the possession of such property and either (i) declare same to be the property of Landlord by written notice thereof to Tenant or (ii) at the sole cost and expense of Tenant remove the same or any part thereof in any manner that Landlord shall choose and store the same without incurring liability to Tenant or any other person.

12. **REPAIR AND MAINTENANCE BY TENANT.**

- (a) Tenant shall keep the Premises including all fixtures and carpet therein in good and tenable condition and shall promptly make all necessary nonstructural repairs and replacements thereto except those caused by fire or other casualty covered by insurance on the Building or Complex under policies naming Landlord as the insured, all at Tenant's sole expense, under the supervision and with the approval of Landlord. Said repairs and replacements shall be in quality and class equal to the original work. Without diminishing such obligation of Tenant, if Tenant fails to make such repairs and replacements within fifteen (15) days after the occurrence of the damage or injury (or if same cannot reasonably be repaired within such fifteen (15) day period, within a reasonable period of time, provided Tenant commences to repair within such fifteen (15) day period and diligently pursues same, but in no event to exceed sixty (60) days), Landlord may at its option, upon three (3) days' prior written notice to Tenant (except in emergencies or life /safety matters

Landlord shall not be required to provide such notice to Tenant) make such repair and Tenant shall pay Landlord for the actual cost thereof within thirty (30) days after receipt of an invoice. In addition, Tenant shall pay the cost of repair and replacement due to damage or injury (except those caused by fire or other casualty covered by insurance on the Complex under policies naming Landlord as the insured) done to the Building or Complex (other than the Premises) or any part thereof by Tenant or Tenant's employees, servants, agents, visitors and invitees. Such amount shall be paid by Tenant to Landlord within thirty (30) days of receipt of an invoice.

- (b) Subject to Sections 22, 23 and 24 of this Lease, Tenant shall maintain and repair all supplemental HVAC units, data and phone cabling, and any and all other installations and equipment installed in the Premises, above the acoustical ceiling tiles of the Premises or elsewhere in the Building (such equipment and installations collectively referred to as the "*Tenant Service Equipment*") installed by or on behalf of Tenant and which services only the Premises. Tenant shall notify Landlord prior to performing any repair, maintenance or replacement of the Tenant Service Equipment and the same shall be performed in accordance with the standards and conditions applicable to maintenance, repairs and replacements performed by Tenant pursuant to Section 12(a). Landlord shall have no liability for any repair, maintenance, or replacement cost incurred in connection with the Tenant Service Equipment. All Tenant Service Equipment shall become property of Landlord at the expiration or earlier termination of the Lease; provided, that, if requested by Landlord, Tenant shall remove the Tenant Service Equipment on or before the Expiration Date or, if this Lease is terminated earlier, within seven (7) days after such termination. All removals shall be accomplished in accordance with the standards for removals under Section 11 hereof. Tenant shall indemnify and hold Landlord harmless from, and reimburse Landlord for and with respect to, any and all costs, expenses (including reasonable attorneys' fees), claims and causes of action arising from or incurred by and/or asserted in connection with the (i) maintenance, repair, replacement of the Tenant Service Equipment and (ii) any damage or injury arising out of or resulting from or in connection with the Tenant Service Equipment.

13. **USE OF ELECTRICAL SERVICES AND TELECOMMUNICATIONS EQUIPMENT BY TENANT.** Tenant's use of electrical services furnished by Landlord shall be subject to the following:

- (a) Tenant's electrical equipment and overhead lighting shall be restricted to that equipment and lighting which both individually and collectively do not have an electrical design load greater than equipment and lighting normally utilized in general office use and do not use electric current in excess of the capacity of the feeders or lines to the Building or the risers or wiring of the Building or Premises.
- (b) Landlord and Tenant acknowledge and agree that should Tenant's consumption of electrical services exceed normal consumption anticipated by that of an ordinary tenant utilizing similar premises for general office use, then Landlord may require that:
- (i) Tenant shall pay for all costs of installation and maintenance of submeters, wiring, air conditioning and other items required by Landlord, in Landlord's reasonable discretion, to accommodate Tenant's excess design

loads and capacities; and/or to measure Tenant's usage so that billing is based on such usage, the cost to install and read such meters/submeters being at the sole cost of Tenant.

- (ii) Tenant shall pay to Landlord, within thirty (30) days of receipt of an invoice, the actual cost of the excess demand and consumption of electrical service at rates reasonably determined by Landlord which shall be in accordance with any applicable laws.
 - (iii) Landlord may, at its option, upon not less than thirty (30) days' prior written notice to Tenant, discontinue the availability of such extraordinary utility service. If Landlord gives any such notice, Tenant will contract directly with the public utility for the supplying of such utility service to the Premises.
- (c) After the initial fit-out Landlord shall be responsible for all Building standard fluorescent bulb and ballast replacements in the Premises, but Tenant shall pay to Landlord, within thirty (30) days of receipt of an invoice, all costs incident thereto.
 - (d) Notwithstanding anything contained herein to the contrary, Tenant acknowledges that in regard to any supplemental HVAC units which exclusively serve the Premises that Tenant shall be responsible for the installation, maintenance, operation and usage of such units and submeters at Tenant's sole cost and expense. Tenant shall provide Landlord with evidence of annual maintenance of such units in accordance with applicable manufacturer recommendations. Tenant shall pay all charges for usage as measured by such submeter and all costs for the reading of such submeters to determine Tenant's usage. Tenant shall remove or decommission such units, at Landlord's sole discretion, at the expiration or earlier termination of the Lease and shall restore such area to the condition that existed prior to the installation of such supplemental HVAC units.
14. **RULES AND REGULATIONS.** Tenant and Tenant's employees, servants, agents, visitors and invitees will comply fully with all requirements of the Rules and Regulations (as changed from time to time as hereinafter provided) which are attached hereto as Exhibit C and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such Rules and Regulations or to promulgate other Rules and Regulations in such reasonable manner as may be deemed advisable for the management, safety, care or cleanliness of the Building or Complex, and for preservation of good order therein; provided, however, that such changes shall not become effective against Tenant and a part of this Lease until a copy thereof shall have been delivered to Tenant. Tenant shall further be responsible for the compliance with such Rules and Regulations by the employees, servants, agents, visitors and invitees of Tenant. Notwithstanding anything to the contrary in this Lease, no Rules of Regulations established by Landlord whether pursuant to this or any other provision of this Lease may materially increase the obligations imposed upon Tenant by this Lease, or materially limit the rights granted it thereby, or increase Tenant's financial obligations.
15. **ENTRY BY LANDLORD.** Tenant agrees to permit Landlord or its agents or representatives, after twenty-four (24) hours' written notice from Landlord (except that in the event of emergency, no notice shall be required), to enter into and upon any part of the Premises during Normal Business Hours, or at such other times as Landlord deems appropriate, to inspect the same, or to show the Premises to (a) prospective purchasers, mortgagees or insurers, or (b) to prospective tenants within the last twelve (12) months of the Lease Term, or (c) to clean or make repairs, alterations or additions thereto (but without any obligation to do so, except as expressly provided for herein), and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however,

Landlord and/or Landlord's agents and representatives must use reasonable efforts in the exercise of its rights of entry hereunder not to interfere with the conduct of Tenant's business operations.

16. **ASSIGNMENT AND SUBLETTING.**

- (a) Tenant shall not, without the prior written consent of Landlord: (i) assign or in any manner transfer this Lease or any estate or interest therein, or permit any assignment of this Lease or any estate or interest therein by operation of law, or (ii) sublet the Premises or any part thereof, or (iii) grant any license, concession or other right of occupancy of any portion of the Premises, or (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees (provided that the foregoing is not intended to prohibit Tenant from allowing its visitors and invitees within the Premises for ordinary business purposes as visitors or invitees, as opposed to assignees, subtenants, licensees or permittees); provided, however, with respect to any proposed assignment of this Lease or subletting of the Premises, provided Tenant is not in default under this Lease, Landlord agrees not to unreasonably withhold, condition or delay its consent so long as Landlord does not elect to terminate this Lease pursuant to subparagraph (b) below. Landlord shall be deemed to have reasonably withheld its consent to any assignment or sublease if the refusal is based on (A) in the event of a proposed assignment or sublet, Landlord's good faith determination that such assignee or subtenant is not of the character or quality of a tenant to whom Landlord would generally lease space in the Complex, (B) in the event of a proposed assignment or sublease, that Landlord has knowledge that the proposed assignee or sublessee has financial problems or is not creditworthy, (C) the fact that such assignment or sublease is not in form and of substance reasonably satisfactory to Landlord, (D) such assignment or sublease conflicts in any manner with this Lease, including, but not limited to, the Permitted Use, (E) the proposed assignee or subtenant is a current tenant of the Complex or Landlord is negotiating with the proposed assignee or subtenant (or has negotiated with the proposed assignee or subtenant during the prior twelve (12) month period) to become a tenant of the Complex, (F) the subtenant or assignee is a governmental entity or a medical office, (G) the subtenant or assignee, or the subtenant's or assignee's primary business is prohibited by any non-compete clause then affecting the Complex or (H) the assignment or sublease would cause Landlord to breach any covenants or contractual obligations to which the Complex or Landlord is subject. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Notwithstanding any assignment or subletting under this Section 16 or otherwise, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other obligations under this Lease. To the extent the rentals or income derived from any sublease or assignment exceed the rentals due hereunder as well as the costs, expenses and lease concessions incurred by Tenant directly resulting from any such sublease or assignment ("*Sublease Profits*", fifty percent (50%) of the Sublease Profits shall, at Landlord's option, be the property of and paid over to Landlord in consideration for Landlord's consent to the applicable assignment or sublease and the remaining fifty percent (50%) of the Sublease Profits shall be the property of Tenant. If an event of default, as hereinafter defined, should occur while the Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such assignee or

sublessee all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord by Tenant hereunder and Tenant hereby authorizes and directs any such assignee or sublessee to make such payments of rent directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any such assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations hereunder. Receipt by Landlord of rent from any assignee, sublessee or occupant of the Premises shall not be deemed a waiver of the covenant in this Lease contained against assignment and subletting or a release of Tenant under this Lease. The receipt by Landlord to any such assignee or sublessee obligated to make payments of rent shall be a full and complete release, discharge, and acquittance to such assignee or sublessee to the extent of any such amount of rent so paid to Landlord. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises.

- (b) If Tenant requests Landlord's consent to an assignment of the Lease or subletting or other transfer under this Section 16 of all or a part of the Premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant or transferee (as applicable), the proposed commencement date of such assignment or subletting or transfer, the nature and character of the business of the proposed assignee or subtenant or transferee, and the proposed rates, terms and other pertinent conditions of such assignment or subletting or transfer. Landlord shall have the option (to be exercised within thirty (30) days from the submission of Tenant's written request) to (i) consent to such proposed assignment or subletting or transfer, (ii) refuse to consent to such proposed assignment or subletting or transfer, or (iii) if such proposed assignment or subletting is for fifty percent (50%) or more of the Premises, cancel this Lease (or the applicable portion thereof as to a partial subletting) as of the commencement date stated in the above-mentioned notice of subletting or assignment. If Landlord fails to notify Tenant of its election within such thirty (30) day period, Landlord shall be deemed to have refused its consent to such proposed assignment or subletting or transfer. If Landlord elects to cancel this Lease (or the applicable portion thereof as to a partial subletting) as stated, then the Lease Term, and the tenancy and occupancy of the Premises (or the applicable portion thereof as to a partial subletting) by Tenant thereunder, shall cease, terminate, expire, and come to an end as if such cancellation date was the original termination date of this Lease. Furthermore, in the event Tenant shall request Landlord's consent to an assignment of this Lease or subletting of the Premises, Tenant shall pay Landlord, regardless of whether or not Landlord's consent is obtained, the reasonable costs and expenses actually incurred by Landlord to review and/or prepare documents in connection with such assignment or sublease (including Landlord's reasonable attorneys' fees) and, in addition, a consent fee of Five Hundred and No/100 Dollars (\$500.00) per request, regardless of whether such assignment or sublease is consummated by Tenant.
- (c) Landlord shall have the right to transfer, assign and convey, in whole or in part, the Building and/or the Complex and any and all of its rights under this Lease, and in the event Landlord assigns this Lease and the assignee assumes the Lease, Landlord shall thereby be released from any further obligations arising subsequent to the transfer, assignment or conveyance, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations.
- (d) Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default of its obligations under this Lease beyond applicable grace, notice and/or

cure periods and Tenant gives Landlord at least thirty (30) days prior written notice of same to Landlord, Tenant shall be entitled, without Landlord's consent, to assign this Lease or sublease a portion of the Premises thereof to (i) a purchaser of all or substantially all of the equity or operating assets of Tenant or a successor by merger, consolidation or reorganization, provided that in each case Tenant delivers documentary evidence acceptable to Landlord that the financial condition (excluding goodwill and intangibles) and credit record of the assignee or sublessee on the date of such proposed assignment or sublease is substantially the same as or better than that of Tenant on the Commencement Date, or (ii) an Affiliate of Tenant. As used in this subsection, the term "*Affiliate*" shall mean (x) any corporation, partnership, or limited liability company which, directly or indirectly, controls or is controlled by or is under common control with Tenant, or (y) any corporation, partnership, or limited liability company not less than fifty percent (50%) of whose outstanding stock, partnership interests, or membership interests shall, at the time, be owned directly or indirectly by Tenant or shareholders or members of Tenant which hold a majority of the outstanding stock or membership interests in Tenant. For purposes of this subsection "*control*" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise and ownership of the liabilities, losses, profits and tax benefits for such entity. In no event shall any assignment or subletting ever release Tenant from any obligation or liability under this Lease through to the Expiration Date.

17. **MECHANIC'S LIENS.** Tenant will not permit any mechanic's lien or liens to be placed upon the Premises or any portion of the Building or Complex during the Term hereof caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or other liens against the interest of Landlord in the Premises or any portion of the Building or Complex. In the event any such lien is attached to the Premises or any portion of the Building or Complex, Tenant shall cause the same to be discharged of record or bonded over within twenty (20) days after the notice of same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes and all reasonable legal and other expenses of Landlord, including reasonable attorney's fees, in defending any such action or in procuring the discharge of such lien, with all disbursements in connection therewith, shall be paid by Tenant to Landlord within ten (10) days of receipt of an invoice therefor. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord, any person or entity affiliated with Landlord.
18. **PROPERTY INSURANCE.** Landlord shall obtain and keep in force during the Lease Term a policy or policies of all risk extended coverage insurance covering loss or damage to the Complex (excluding property required to be insured by Tenant), in the amount of the full replacement value thereof, exclusive of footings and foundations, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and such other risks as Landlord may from time to time determine, including plate glass coverage. Such insurance shall be maintained at the expense of Landlord and payments for losses thereunder shall be made solely to Landlord or the mortgages of Landlord as their interests shall appear. Tenant shall maintain at its expense, in an amount equal to full replacement cost, fire and extended coverage insurance on

all of Tenant's Property and understands and agrees that the insurance described in this Section 18, that Landlord is required to maintain, will not cover Tenant's personal property, merchandise, stock in trade, trade fixtures or equipment in or about the Premises.

19. **LIABILITY INSURANCE.** Tenant shall, at its sole cost and expense, procure and maintain through the Lease Term, Commercial General Liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the Premises, such insurance to insure both Tenant and, as an additional insured, Landlord, to be in standard form, to be issued by such insurance company or companies as may have a Best's Insurance rating of A-IX or better, and to afford immediate protection, to the limit of not less than \$2,000,000 per occurrence, and to the limit of not less than \$3,000,000 in the aggregate, with not more than a \$10,000 deductible, Such Commercial General Liability insurance shall include Blanket Contractual Liability coverage which insures contractual liability under the indemnification of Landlord by Tenant set forth in this Lease (but such coverage or the amount thereof shall in no way limit such indemnification). Tenant shall maintain with respect to each policy or agreement evidencing such Commercial General Public Liability insurance and each policy or agreement evidencing the insurance required pursuant to Section 18 above, such endorsements as may reasonably be required by Landlord and shall at all times deliver and maintain with Landlord a certificate with respect to such insurance in form satisfactory to Landlord. Upon request, Tenant shall provide Landlord with a Certificate of Insurance evidencing the specified coverages. Tenant shall use commercially reasonable efforts to obtain a written obligation on the part of each insurance company to notify Landlord at least five (5) days prior to cancellation of such insurance. In any event, Tenant shall, immediately upon receipt of any notice of cancellation or reduction of such insurance received by Tenant from its insurer, deliver written notice to Landlord of any such cancellation or reduction (including copies of any such cancellation or reduction notice received from its insurer). Such duly executed certificates of insurance relating thereto shall be delivered to Landlord prior to Tenant's occupancy of the Premises and renewals thereof as required shall be delivered to Landlord prior to the expiration of the respective policy terms. If Tenant fails to comply with the foregoing requirements relating to insurance, Landlord may, following five (5) days written notice to Tenant, obtain such insurance and Tenant shall pay to Landlord within ten (10) days of receipt of an invoice the premium cost thereof. Landlord shall, at its sole cost and expense, procure and maintain through the Lease Term, Commercial General Liability insurance in an amount that is standard for owners of similar commercial buildings in the vicinity of the Building.
20. **LIABILITY OF LANDLORD.** Unless caused by Landlord's negligence or willful misconduct, Landlord shall not be liable to Tenant or to Tenant's employees, agents, licensees, or visitors, or to any other person whomsoever, for any injury, loss or damage to person or property (a) due to the Complex or the Building or the Land or any part thereof becoming out of repair or by defect in or failure of pipes or wiring, or by the backing up of drains or by the bursting or leaking of pipes, faucets and plumbing fixtures or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises, or (b) that may be occasioned by or through the acts or omissions of other tenants in the Complex or of any other persons whatsoever, or (c) that may be occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of Landlord. Tenant agrees that all of Tenant's Property shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof, except where caused by the gross negligence or willful misconduct of Landlord.
21. **INDEMNIFICATION.** To the extent not expressly prohibited by law, and except to the extent caused by Landlord's negligence or willful misconduct, neither Landlord nor Landlord's building manager nor any of their respective officers, directors, employees, members, managers, or agents shall be liable to Tenant, or to Tenant's agents, servants, employees, customers, licensees, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Tenant, its

agents, servants, employees, customers, invitees, licensees or by any other person entering the Building or upon the Complex under the invitation of Tenant arising out of the use of the Complex, Building or Premises by Tenant and the conduct of its business or out of a default by Tenant in the performance of its obligations hereunder. Except to the extent of the grossly negligent or willful acts or omissions of Landlord or its employees, agents, officers or contractors and subject to Section 22 herein, Tenant hereby indemnifies and holds Landlord and Landlord's building manager and their respective officers, directors, employees, members, managers and agents ("*Indemnitees*"), harmless from all liability and claims for any property damage, or bodily injury or death of, or personal injury to, a person in or on the Premises, the Complex or the Building for liability and claims which are the arising from or result of the negligence or willful misconduct of Tenant, or its employees, agents, servants, customers, invitees or licensees. Except to the extent of the negligent or willful acts or omissions of Tenant or its employees, agents, officers or contractors and subject to Section 22 herein, Landlord hereby indemnifies and holds Tenant and Tenant's officers, directors, employees, members, managers and agents harmless from all liability and claims for any property damage, or bodily injury or death of, or personal injury to, a person in or on the Premises, the Complex or the Building for liability and claims which are arising from or the result of the negligence or willful misconduct of Landlord, or its employees, agents, or contractors. Notwithstanding the terms of this Lease to the contrary, the terms of this Section shall survive the expiration or earlier termination of this Lease.

22. **WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary in this Lease, neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to any of the property of Landlord or Tenant, as the case may be, with respect to their respective property, the Building, the Complex or the Premises or any addition or improvements thereto, or any contents therein, to the extent covered by insurance carried or required to be carried by a party hereto even though such loss might have been occasioned by the negligence or willful acts or omissions of the Landlord or Tenant or their respective employees, agents, contractors or invitees. Landlord and Tenant shall give each insurance company which issues policies of insurance, with respect to the items covered by this waiver, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such mutual waiver. For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by the insured under the insurance policy to which such deductible relates.
23. **CASUALTY DAMAGE.** If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged by fire or other casualty that substantial alteration or reconstruction of the Building shall, in Landlord's reasonable opinion, be required (whether or not the Premises shall have been damaged by such fire or other casualty) or in the event any mortgagee of Landlord should require that the insurance proceeds payable as a result of said fire or other casualty be applied in reduction of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage in which event the rent hereunder shall be abated as of the date of such damage. If Landlord is not entitled to or does not thus elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building and the Premises to substantially the same condition in which they were immediately prior to the happening of the casualty but Landlord shall not in any event be required to incur costs or expense in excess of the insurance proceeds actually received by Landlord as a result of the casualty; provided however that in the event that Landlord elects to restore the Premises it shall restore them to a comparable condition to that which existed prior to such casualty. In performing such work, Landlord shall not be responsible for delays outside its control. In no event shall Landlord be required to rebuild, repair, or replace any part of Tenant's Property. Landlord shall not be liable for any inconvenience or

annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. If the damage to the Premises or the Building renders all or a portion of the Premises untenable and same has not been repaired and made ready for occupancy within nine (9) months following such casualty (such nine (9) month period subject to extension on a day for day basis due to any delays caused by Tenant or Tenant's employees, agents or contractors), then Tenant shall have the right to terminate the Lease by giving written notice to Landlord within thirty (30) days after such nine (9) month period (the "*Termination Notice*"), such termination to be effective thirty (30) days following such Termination Notice. If such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, Landlord shall allow Tenant a proportionate abatement of Rent as of the date of casualty until Landlord substantially completes the repairs. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control. In accordance with the foregoing, Landlord and Tenant shall have the sole right to file, negotiate and settle any and all claims pursuant to those insurance policies on which they are named as the primary insured.

24. **CONDEMNATION.** If the whole or substantially the whole of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise, or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If this Lease is not so terminated upon any such taking or sale, the Rental payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, but Landlord shall not in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation or damages (over and above amounts going to the mortgagees of the property taken and amounts expended in collecting said compensation or damages) for the part of the Building or the Premises so taken. In performing such work, Landlord shall not be responsible for delays outside its control. All amounts awarded upon a taking of any part or all of the Building or the Premises, including any award for the value of any unexpired Lease Term, shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claims to any such compensation; provided shall have the right to pursue such claim or claims as Tenant may have against the condemning authority for relocation expenses, interruption of business and such other items which do not diminish the Landlord's award.
25. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against Tenant's Property. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord within thirty (30) days of receipt of an invoice that part of such taxes for which Tenant is liable hereunder.
26. **EVENTS OF DEFAULT/REMEDIES.**
- (a) **Events of Default.** The following events shall be deemed to be events of default by Tenant under this Lease: (i) Tenant shall fail to pay any installment of the Rent when due, which failure continues after five (5) days' after written notice from Landlord of such nonpayment by Tenant; provided, however that Landlord shall not be required to give such written notice of nonpayment of rent more than one (1) time during any twelve (12) consecutive month period

during the Lease Term, following which no written notice shall be required, the failure of Tenant to pay Rent when due constituting an event of default; (ii) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the payment of rent and the events described in subparts (iii) and (x) following,) and shall not cure such failure within thirty (30) days after written notice thereof from Landlord to Tenant, provided that if same cannot reasonably be cured within thirty (30) days, it be cured within a reasonable period of time provided Tenant commences to cure within such thirty (30) day period and diligently pursues same to completion, but in no event shall such cure period exceed sixty (60) days, and provided further that if such failure concerns a life or safety issue, Tenant shall cure same as promptly as possible under the circumstances notwithstanding the aforesaid time periods; (iii) the failure to maintain any insurance required hereunder, (iv) an assignment of this Lease or a sublease of all or any portion of the Premises in violation of the terms and conditions set forth in Section 16 of this Lease; (v) the leasehold hereunder demised shall be taken on execution or other process of law in any action against Tenant; (vi) Tenant shall abandon the Premises; (vii) Tenant becomes insolvent, or makes or a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (viii) Tenant is not paying its debts as such debts become due; (ix) a receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Tenant or any of the Premises, either in a proceeding brought by Tenant or in a proceeding brought against Tenant and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or Tenant consents to or acquiesces in such appointment or possession; (x) Tenant files a petition for relief under the Federal Bankruptcy Code, or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing hereinafter collectively called "*applicable Bankruptcy Law*") or an involuntary petition for relief is filed against Tenant under any applicable Bankruptcy Law and such petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming Tenant is entered under any applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Tenant; or (x) any of the events referred to in subheadings (vii), (viii), (ix) and (x) shall occur with respect to any guarantor (hereinafter called "*guarantor*") of the payment or performance of any Tenant's obligations hereunder and shall not be remedied within the time set forth in such subheadings.

(b) Remedies of Landlord. Upon the occurrence of any event of default by Tenant under this Lease, Landlord, at its option, may, in addition to all other rights and remedies provided herein or at law or in equity, exercise one or more of the remedies set forth below.

(i) Termination of the Lease. Upon the occurrence of an event of default by Tenant hereunder (beyond any applicable notice and cure period), Landlord may, without judicial process, terminate this Lease by giving written notice thereof to Tenant (whereupon all obligations and liabilities of Landlord hereunder shall terminate) and, without further notice and without liability, repossess the Premises. Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, the following (without duplication of any element of damages):

(A) accrued rent to the date of termination, plus late charges thereon as provided in Section 41 and interest thereon at the rate established under Section 41 from the date due through the date paid or date of any judgment or award by any court of competent jurisdiction, attorneys' fees, moving allowances and any other costs incurred by Landlord in connection with

making or executing this Lease, the cost of recovering the Premises and the costs of reletting the Premises (including, without limitation, advertising costs, brokerage fees, leasing commissions, reasonable attorneys' fees and refurbishing costs and other costs in readying the Premises for a new tenant, but such refurbishing costs shall be comparable to those expended for Tenant at the commencement of the term);

- (B) the present value of the Rent (discounted at a rate of interest equal to six percent (6%) per annum [the "*Discount Rate*"]) that would have accrued under this Lease for the balance of the Lease Term but for such termination, reduced by the present value of the reasonable fair market rental value of the Premises for such balance of the Lease Term discounted at the Discount Rate.

If such termination is caused by the failure to pay rent and/or the abandonment of all or any substantial portion of the Premises, Landlord may elect, by sending written notice thereof to Tenant, to receive liquidated damages in an amount equal to the Rental payable hereunder for the month during which this Lease is terminated times the greater of (A) fourteen (14), or (B) the number of full calendar months remaining in the Lease Term at the time of such termination. Such liquidated damages shall be in lieu of the payment of loss and damage Landlord may suffer by reason of such termination as provided above but which shall not be in lieu of or reduce in any way any amount (including accrued rent) or damages due to breach of covenant (whether or not liquidated) payable by Tenant to Landlord which accrued prior to the termination of this Lease. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

- (ii) Repossession and Re-Entry. Upon the occurrence of an event of default by Tenant hereunder (beyond any applicable notice and cure period), Landlord may, without judicial process, immediately terminate Tenant's right of possession of the Premises (whereupon all obligations and liability of Landlord hereunder shall terminate), but not terminate this Lease, and, without notice, demand or liability, enter upon the Premises or any part thereof, take absolute possession of the same, expel or remove Tenant and any other person or entity who may be occupying the Premises and change the locks. If Landlord terminates Tenant's possession of the Premises under this subparagraph 26(b)ii, (A) Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed in the Premises, (B) Tenant shall have no further right to possession of the Premises and (C) Landlord shall use reasonable efforts to relet the Premises or any part thereof on such terms as Landlord deems advisable. Any rent received by Landlord from reletting the Premises or a part thereof shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord (in such order as Landlord shall designate), second, to the payment of any cost of such reletting, including, without limitation, refurbishing costs, reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions and third, to the payment of rent due and unpaid hereunder (in such order as Landlord shall designate), and Tenant shall satisfy and pay to Landlord any deficiency upon demand therefor from time to time. Landlord shall not be responsible or liable for any failure to collect any rent due

upon any such reletting. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant pursuant to subparagraph 26(b)(i) above. If Landlord relets the Premises, either before or after the termination of this Lease, all such rentals received from such lease shall be and remain the exclusive property of Landlord and Tenant shall not be, at any time, entitled to recover any such rental. Landlord may at any time after a reletting elect to terminate this Lease. Notwithstanding anything to the contrary in this Lease, upon Landlord finding a new tenant and reletting the Premises, Tenant shall have no liability under this Lease in any way related to the acts or omissions of said new tenant and, despite any agreement by Landlord and the new tenant to extend the Lease Term, all of Tenant's obligations under this Lease shall terminate no later than the Expiration Date.

- (iii) Cure of Default. Landlord may, without judicial process, enter upon the Premises, without having any liability therefor and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord within ten (10) days of receipt of an invoice for any expenses which Landlord actually incurs in effecting compliance with Tenant's obligations under this Lease, and TENANT FURTHER AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING TO TENANT FROM SUCH ACTION, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF LANDLORD.
- (iv) Continuing Obligations. No repossession of or re-entering upon the Premises or any part thereof pursuant to subparagraph 26(b)(ii) or 26(b)(iii) above or otherwise and no reletting of the Premises or any part thereof Pursuant to subparagraph 26(b)(ii) above shall relieve Tenant or any guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession of or re-entering upon the Premises or any part thereof by reason of the occurrence of a default, Tenant will continue to pay to Landlord all rent required to be paid by Tenant as such Rental becomes due through to the Expiration Date.
- (v) Cumulative Remedies. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to the other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Landlord shall have no duty to mitigate its damages.
- (vi) Landlord Default. Landlord shall be deemed to be in default under this Lease, if, except due to Force Majeure, Landlord fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Landlord and Landlord fails to commence to take such steps as are necessary to remedy the same within thirty (30) days after Landlord and any mortgagee of the Building or Complex the identity of which has been disseminated to Tenant, receive written notice from Tenant specifying with particularity Landlord's alleged default hereunder, or having so commenced, thereafter fails to

proceed diligently to remedy the same.

27. **QUIET ENJOYMENT.** Provided that Tenant pays the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained, Tenant shall at all times during the Lease Term peaceably and quietly enjoy the Premises without any disturbance from Landlord or from any other person, subject to the terms, provisions, covenants, agreements and conditions of this Lease and to the deeds of trust, mortgages and other matters to which this Lease is subordinate and subject as herein set forth.
28. **HOLDING OVER.** Should Tenant or any of its successors in interest continue to hold the Premises after termination of this Lease, whether such termination occurs by lapse of time or otherwise, such holding over shall constitute and be construed as a tenancy at will only, subject, however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder. Tenant or such other parties shall be subject to immediate eviction and removal and Tenant or any such party shall pay Landlord as rent for the period of such holdover an amount equal to one and one half times the monthly Rental and one hundred percent of all other rental amounts) provided herein at the time of such termination, prorated on a daily basis. No payments of money by Tenant to Landlord after the termination of this Lease shall reinstate, continue or extend the Lease Term and no extension of this Lease after the termination hereof shall be valid unless and until the same shall be reduced to writing and signed by both Landlord and Tenant.
29. **SUBORDINATION.** This Lease and all rights of Tenant hereunder are subject and subordinate (a) to any mortgage or deed of trust, blanket or otherwise, which does now or may hereafter affect the Building or Complex (and which may also affect other property) and (b) to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust, provided in each case that Tenant's use and occupancy of the Premises shall not be disturbed by any mortgagee under any such mortgage or beneficiary under any such deed of trust so long as Tenant is not in default beyond applicable grace, notice and/or cure periods under this Lease. The mortgagee under any such mortgage or beneficiary under any such deed of trust may elect, at any time, unilaterally, to make this Lease superior to its mortgage or deed of trust, or other interest in the Premises by so notifying Tenant in writing. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that may be reasonably necessary or proper to more effectively subordinate this Lease and all rights of Tenant hereunder to any such mortgage or deed of trust or to confirm or evidence such subordination, provided that such instruments and certificates contain reasonable non-disturbance provisions. In the event that Tenant shall fail or neglect to execute, acknowledge and deliver any such subordination agreement or certificate to Landlord within ten (10) days after a written request therefor from Landlord, such failure or neglect shall be an immediate event of default without further notice or opportunity to cure. Tenant covenants and agrees, in the event any proceedings are brought for the foreclosure of any such mortgage or if the Building or Complex is sold pursuant to any such deed of trust, to attorn to the purchaser upon any such foreclosure sale or trustee's sale if so requested by such purchaser and to recognize such purchaser as the Landlord under this Lease. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Landlord or of any holder(s) of any of the indebtedness or other obligations secured by any of the mortgages or deeds of trust referred to in this Section, any instrument or certificate which, in the reasonable judgment of Landlord or of such holder(s), may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. This Lease and all rights of Tenant hereunder are further subject and subordinate, to the extent that the same relate to the Premises, (i) to all ground or underlying leases in existence at the date hereof and to any and all supplements, modifications and extensions thereof heretofore or hereafter made, provided that Tenant's use and occupancy of the Premises shall not

be disturbed by any lessor under any such ground or underlying lease so long as Tenant is not in default beyond applicable grace, notice and/or cure periods under this Lease, and (ii) to all applicable ordinances of the County of Milwaukee or the City of Milwaukee, Wisconsin, relating to easements, franchises and other interests or rights upon, across or appurtenant to the Building or Complex or any of the Land, (iii) to all utility easements and agreements; and (iv) the terms provisions, covenants and conditions of any reciprocal easement agreement, declaration and/or covenants, conditions and restrictions now or hereafter affecting the Complex.

30. **INTENTIONALLY DELETED**
31. **NO IMPLIED WAIVER.** The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option; right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.
32. **PERSONAL LIABILITY.** Any and all covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of the Landlord's interest hereunder. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Landlord's interest in the Building, and Tenant agrees to look solely to Landlord's interest in the Building and out of rents or other income from the Complex receivable by Landlord for recovery of any judgment against Landlord, it being intended that Landlord's members shall not be personally liable for any judgment or deficiency. Notwithstanding anything to the contrary contained herein, in no event shall Landlord be liable for special, consequential, exemplary or punitive damages.
33. **SECURITY DEPOSIT.** In the event that Landlord requires a "security deposit" for the performance of Tenant's obligations under this Lease and same is delivered to Landlord (the "security deposit"), such Security Deposit shall be held and disbursed by Landlord pursuant to the terms and conditions of this Section 33. If a default by Tenant occurs which is not cured within any applicable notice and cure periods, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any monthly Rental or additional rent or any other sum due from Tenant or for the payment of any other amount which Landlord actually incurs by reason of Tenant's default. If any portion of the Security Deposit is used or applied on account of Tenant's default of its obligations under this Lease, Tenant shall, within ten (10) days after written demand therefor, restore the Security Deposit to the then-required amount and Tenant's failure to do so shall be a default under this Lease. In the event the Building is sold, the Security Deposit will be transferred to the new owner. Nothing in this Section shall be construed to limit any other remedy of Landlord under this Lease. If Tenant shall fully and punctually comply with all of the terms of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or at Landlord's option to the last transferee of Tenant's interest hereunder) within thirty (30) days after the Expiration Date and surrender of the Premises pursuant to the terms of this Lease.
34. **NOTICE.** Any notice, request, demand or other communication required or permitted hereunder shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (d) telecopy or email with a copy sent no later than the next business day thereafter using one of the methods set forth in this Section 34(a), (b) or (c) sent to the intended addressee at the address shown on the signature page of this Lease, or to such other address or to the attention of

such other person as the addressee shall have designated by written notice sent in accordance herewith. Any such notice, request, demand, or other communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of telecopy, upon receipt.

35. **ESTOPPEL CERTIFICATE.** Tenant will, at any time and from time to time, within not more than ten (10) days after receipt of a written request by Landlord, execute, acknowledge and deliver to Landlord or such other persons as Landlord may request a statement in written and recordable form, executed by Tenant, certifying that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications) and the dates to which the rent has been paid, containing such additional information as Landlord may reasonably request and either stating that to the best of the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer may have knowledge; it being intended that any such statement by Tenant may also be relied upon by any prospective purchaser or mortgagee of the Building or Complex.
36. **SEVERABILITY.** Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
37. **RECORDATION.** Landlord and Tenant agree not to record this Lease, or any memorandum hereof; except in the event Landlord's mortgagee may so require, Tenant agrees to execute a memorandum of this Lease for recordation.
38. **GOVERNING LAW.** This Lease and the rights and obligations of the parties hereto shall be governed by and shall be interpreted, construed and enforced in accordance with the laws of the State of Wisconsin.
39. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for the taking of any action by either party hereunder, such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other cause whatsoever beyond the control of such party; provided, however, this Section shall not apply with respect to any monetary obligation of either party.
40. **TIME OF PERFORMANCE.** Except as expressly otherwise herein provided, time is of the essence of this Lease.
41. **LATE CHARGE AND INTEREST ON TENANT'S OBLIGATIONS.**
 - (a) In the event Tenant fails to make any payment due hereunder on or before five (5) days after the date such payment is due, to help defray the additional cost to Landlord for processing such late payments, Tenant shall pay to Landlord on demand a late charge in an amount equal to \$50.00 and the failure to pay such amount within five (5) days after demand therefor shall be an additional event of default hereunder. Any sum due from Tenant to Landlord under the terms of this Lease not paid when due shall bear interest from the date due until paid by Tenant at the lesser of (i) a per annum rate equal to the "*Prime Rate*" as published at such time by The Wall Street Journal, Southwest Edition, in its listing of

"Money Rates" plus eight percent (8%) per annum, or (ii) the highest lawful rate.

- (b) Any sum accruing to Landlord or Tenant under the provisions of this Lease that is not paid within five (5) days following written notice that it was not paid when due shall bear interest at an annual rate equal to twelve percent (12%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly (the "Default Rate"), but the payment of such interest shall not excuse or cure any default by Tenant or Landlord under this Lease.
42. **COMMISSIONS.** Tenant and Landlord represent and warrant to each other that it has not dealt with any broker, agent, finder or other person in the negotiation for or the obtaining of this Lease other than Colliers International (the "Tenant's Representative"), and agrees to indemnify and hold the other harmless from any and all costs (including reasonable attorney's fees) and liability for commissions or other compensation claimed by any broker, agent, finder or other person other than Tenant's Representative employed by it or claiming to have been engaged by it in connection with this Lease. Landlord shall be liable for payment of all professional service fees to Tenant's Representative (the "Fee"), pursuant to a separate agreement whereupon Landlord shall be protected from any claims from any cooperating broker. The provisions of this section shall survive the expiration or termination of the Lease, as amended hereby.
43. **EFFECT OF DELIVERY OF THIS LEASE.** Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or option. This Lease shall not be effective until a copy executed by both Landlord and Tenant is delivered to and accepted by Landlord and Tenant.
44. **SUBSTITUTION.** Landlord at its sole discretion shall have a one-time right during the Lease Term and including any extension thereof, to cause Tenant to relocate from the Premises to a comparably-sized space, of comparable design and tenant improvements (the "Relocation Space") within the Building or adjacent buildings within the same Complex at any time upon sixty (60) days' prior written notice to Tenant. Landlord will reimburse Tenant for Tenant's reasonable out of pocket expenses for moving Tenant's Property from the Premises to the Relocation Space, and other reasonable relocation costs. Such a relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved, rather than the original Premises as herein defined and the Rental shall be adjusted so that immediately following such relocation the Rental for the Relocation Space on a per square foot of rentable area basis shall be the same as the Rental immediately prior to such relocation for the original Premises on a per square foot of rentable area basis; provided, however, in no event shall Rental for the Relocation Space be higher than the applicable Rental amount for the original Premises.
45. **BINDING EFFECT.** All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and, to the extent assignment is permitted hereunder, their respective assigns.
46. **SECTION HEADINGS.** The section headings contained in this Lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.
47. **ENTIRE AGREEMENT.** This Lease sets forth the entire agreement between the parties and no amendment or modification of this Lease shall be binding or valid unless expressed in a writing executed by both parties hereto.
48. **NO REPRESENTATIONS.** Neither Landlord nor Landlord's agents have made any

representations or promises with respect to the Premises or the Complex except as herein expressly set forth in this Lease and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

49. **JOINT AND SEVERAL LIABILITY.** If there is more than one person or entity identified as Tenant, the obligations hereunder imposed upon each such person or entity shall be joint and several.
50. **GENDER AND NUMBER.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise required.
51. **CHANGE OF BUILDING OR COMPLEX NAME.** Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and address of the Building or the Complex from time to time.
52. **TAXPAYER IDENTIFICATION NUMBER.** The Taxpayer Identification number of Tenant is: _____.
53. **PARKING.** Tenant and its employees, vendors, clients and visitors shall have the right, without payment of a fee therefor, to use on a non-reserved and non-exclusive basis no more than five (5) parking spaces for each 1,000 square feet of rentable area of the Premises (initially, 43 spaces). Tenant shall at all times comply with Landlord's rules and regulations applicable to use of parking spaces and parking lots.
54. **EXHIBITS.** The following exhibits, riders and addenda are attached to this Lease and made a part hereof for all purposes:
- | | |
|-----------|--------------------------------|
| Exhibit A | Floor Plan of Premises |
| Exhibit B | Description of Land |
| Exhibit C | Building Rules and Regulations |

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the day and year first above written.

LANDLORD:

GREENZONE INDUSTRIAL PARK I, LLC,
a Nevada limited liability company

By:
Name: Jeff Pori
Title: Manager

Landlord's Address:

Notice Addresses for Landlord:

Greenzone Industrial Park Phase I, LLC
c/o Kingsbarn Realty Capital
1645 Village Center Circle, Suite 200
Las Vegas, NV
89134
Attn: Legal Department

Instructions for Payments to Landlord:

ACH Payments:

Bank: Wells Fargo Bank, N.A.
Account Name: Greenzone Industrial Park Phase I, LLC
Account Number: 1700296898

TENANT:

ACCUDRING LLC
a Wisconsin limited liability company


By: 
Name: John Decker
Title: OWNER

EXHIBIT A
FLOOR PLAN OF PREMISES

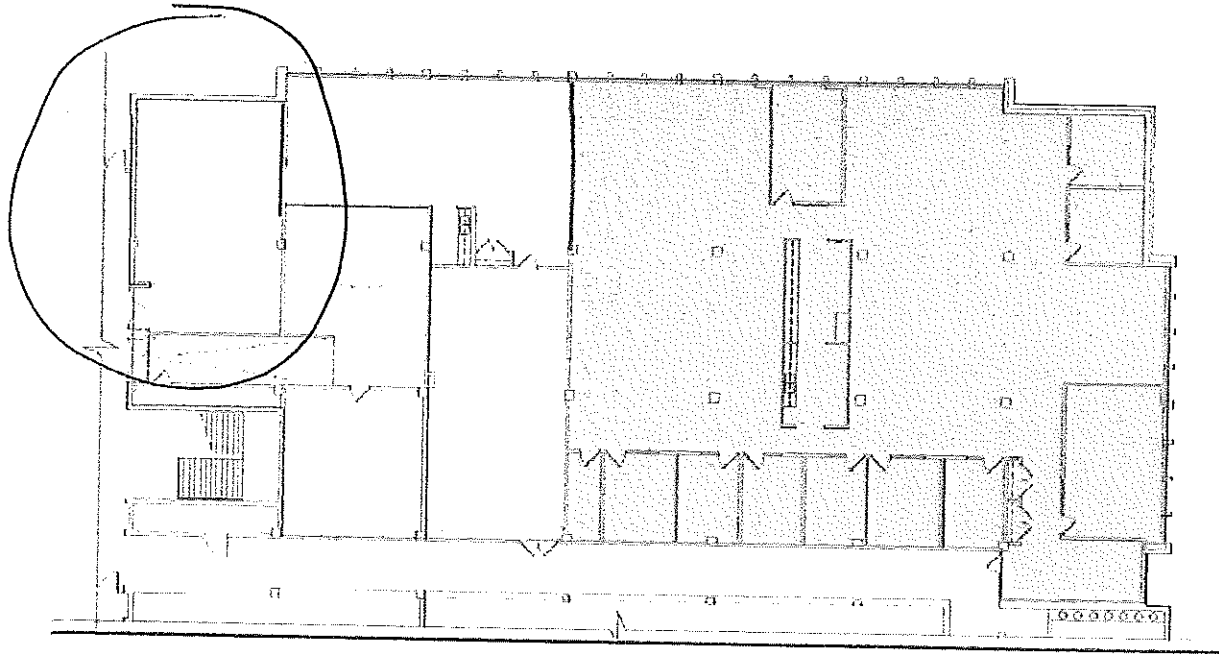


EXHIBIT B

DESCRIPTION OF LAND

LANDS IN SE 1/4 SEC 4-8-21 THAT PART OF RESIDUAL PARCEL 4 IN UNREC PLAT OF SURVEY FOR NORTHRIDGE COM 75' N OF S LI & 575' W OF E LI SD 1/4 SEC-TH N 37DEG 51MIN 33SEC E 188.99'- TH N 22DEG 26MIN 16SEC E 29.81'-TH N 36DEG 17MIN 00SEC W 747.10'-TH S 47DEG 06MIN 40SEC W 424'-TH S 23DEG 14MIN 52SEC E 549.25'-TH N 88DEG 00MIN 25SEC E 408.86' TO BEG & ALSO PARCEL 2 OF CERT SURVEY MAP NO 2781 ADJ BID #17, #48

EXHIBIT C

RULES AND REGULATIONS

Reference is made to that certain Office Building Lease (the "*Lease*"), to which these Rules and Regulations are attached. Definitions of terms are set forth in the Lease.

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building and to ensure compliance with all municipal and other requirements. Strict adherence to these rules and regulations is necessary to guarantee that each and every tenant will enjoy a safe and unannoyed occupancy in the Building in accordance with the Lease. Any continuing violation of these rules and regulations by a tenant, after notice from Landlord, shall be deemed to be a default under the Lease.

Landlord may, upon request by any tenant, waive the compliance by such tenant with any of these rules and regulations, provided that (i) no waiver shall be effective unless signed by Landlord, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule and regulation in the future unless expressly consented to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the rules and regulations unless such other tenant has received a similar waiver in writing from Landlord, and (iv) any such waiver by Landlord shall not relieve a tenant from any obligation or liability of a tenant to Landlord pursuant to the Lease for any loss or damage occasioned as a result of a tenant's failure to comply with any such rule or regulation.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or other parts of the Building or Complex not occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purposes other than ingress and egress to and from the Premises. Landlord shall have the right to control and operate the public portions of the Building and Complex and the facilities furnished for common use of the tenants in such manner as Landlord deems best for the benefit of the tenants generally. Under no circumstance shall any tenant use any public portion of the Building for storage. No tenant shall permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants of the entrances, corridors and other public portions or facilities of the Building.

2. No awnings or other projections shall be attached to any wall of the Building without the prior written consent of Landlord. No drapes, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner, approved by Landlord.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules without the prior written consent of Landlord.

4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, chemicals, paints, cleaning fluids or other substances shall be thrown therein. All damages resulting from misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

5. There shall be no marking, painting, drilling into or in any way defacing the Building or any part of the Premises visible from public areas of the Building except for affixing customary decorative items. No tenant shall conduct, maintain, use or operate within the Premises any electrical device, wiring or apparatus in connection with a loud speaker or other sound system, except as reasonably required for its communication

system and approved prior to the installation thereof by Landlord. No such loudspeaker or sound system shall be constructed, maintained, used, or operated outside of the Premises.

6. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into or kept in or about the Premises, and no cooking (except for hot plates or microwave cooking by a tenant's employees for their own consumption) shall be done or permitted by any tenant on the Premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

7. No space in the Building shall be used for manufacturing of goods for sale in the ordinary course of business, for the storage of merchandise for sale in the ordinary course of business, or for the sale at auction of merchandise, goods, or property of any kind. Furthermore, the use of the Premises by each tenant was approved by Landlord prior to execution of the Lease and such use may not be changed without the prior approval of Landlord.

8. No tenant shall make any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or those having business with them by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs.

9. No flammable, combustible, or explosive fluid, chemical, asbestos, or other hazardous substance or any other material harmful to tenants of the Building shall be brought, installed in or kept upon the Premises. No space heaters, fans, or individual air conditioning units may be used in the Premises. Any electrical or extension cords deemed to be a fire hazard by Landlord in Landlord's sole discretion shall be removed. No firearms shall be permitted in the Building or the Premises.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Each tenant shall, upon the termination of his tenancy, restore to the Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the cost thereof.

11. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or the Lease. The hours in which deliveries may be made to the Building shall be as set forth in Landlord's operating procedures published from time to time.

12. No tenant shall pay any employees on the Premises except those actually working for such tenant in the Premises.

13. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management, security guard on duty or security system monitor. Landlord may, at its option, require all persons admitted to or leaving the Building between the hours of 6:00 p.m. and 7:00 a.m., Monday through Friday, and at any hour Saturdays, Sundays and legal holidays, to register. Each tenant shall be responsible for all persons for whom he authorizes entry into or exit out of the Building and shall be liable to Landlord for all acts or omissions of such persons. Landlord shall not be responsible for the theft, loss, or damage of any property. In case of invasion, mob, riot, blackout, failure of municipal utilities, public excitement, public emergency or other commotion, Landlord reserves the right to evacuate or prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants or Landlord and protection of property in the Building or as required by public law, order or directive.

14. The Premises shall not, at any time, be used for lodging or sleeping or for any immoral or illegal purpose.
15. Each tenant, before closing and leaving the Premises at any time, shall make reasonable efforts to see that all windows are closed and all lights turned off.
16. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Building. The requirements of tenants will be attended to only upon application to Landlord and any such special requirements shall be billed to tenant (and paid with the next installment of Rental due) at the schedule of charges maintained by Landlord from time to time or at such charge as is agreed upon in advance with Landlord.
17. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.
18. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards, and each tenant shall be responsible to Landlord for any loss or damage resulting from any deliveries of a tenant to the Building.
19. Mats, trash or other objects shall not be placed in the public corridors.
20. Landlord does not maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for repairs of items not maintained by Landlord arise, Landlord will arrange for the work to be done at tenant's expense.
21. No minors shall be allowed to congregate or play in the common areas of the Building. It shall be the responsibility of all tenants to see that the minor children of their employees who visit the Building (whether during the normal hours of operation of the Building, or after hours, on Saturday, Sunday or legal holidays) are adequately supervised by an adult and do not assemble or play in the common areas of the Building.
22. Each tenant shall place and store all trash, garbage and refuse in the Premises in the proper containers as required by applicable health and sanitary regulations or as necessary to adequately contain such refuse. No tenant shall burn any trash or garbage in the Building.
23. Each tenant shall notify Landlord in the event of any serious breakage, contagious disease, fire or other disorder occurring in the Building which comes to such tenant's attention.
24. No tenant shall place any item on the roof or exterior of the Building, including, without limitation, an antenna, without Landlord's prior written consent.
25. All moving of equipment, furniture, or bulky matter into or out of the Building must take place only during the hours determined by Landlord. Each tenant shall use only the designated freight elevator and the freight entrance only for moving all of such items. No freight of any kind may be moved without notice to and prior written approval of Landlord.
26. If the Building or any part thereof, including the Premises, becomes infested with vermin as a result of a tenant's action or neglect, such tenant shall reimburse Landlord for any resulting extermination expenses.

27. The tenant named in the Lease shall be entitled to a specified number of spaces on the Building directory in accordance with the Lease. In the event Landlord shall permit additional directory listings, Landlord reserves the right to restrict such use of the directory at any time to the minimum number set forth herein.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations (applicable to Tenant to the extent not inconsistent with the other provisions of this Lease and upon thirty (30) days' prior notice) as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building and the Common Areas, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants (provided Landlord does not enforce the Rules and Regulations in a discriminatory manner against Tenant), but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

42. Ronboj Investments, LLC, within thirty (30) days to Tenant at the time of move out, Tenant shall pay a deposit forwarding address. Said
43. Twenty-one (21) days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must provide Tenant
44. With an itemized statement of the deductions. Expenses to determine the amount withheld as reasonable compensation for each item of claim. The reasonable cost of repair was, neglect of damages
45. compensation for each item of claim. The amount withheld as reasonable compensation from the security deposit. Tenant has seven (7) days after receipt of items of claim, from the
46. or which are not the result of ordinary wear and tear to object in writing to any items charged to the deposit.
47. list of physical damages or defects, if any charged against the previous tenant's security deposit, no deduction from Tenant's security deposit shall be
48. of made for any items on that list if the landlord has provided Tenant with notice of the item on the list. Tenant shall pay not use the security
49. deposit as rent. Unless provided in Wisconsin law, Landlord shall not be required to pay interest on the security deposit.
50. for the last month's rent without the written permission of landlord.

51. **TENANT LIABILITY PERIOD:** The following two (2) paragraphs are in effect only during the following set period of time: Tenant is hereby notified that tenant may do any of the following within seven
52. (7) days after the start of their tenancy: (a) inspect the unit and list any preexisting damages or defects; (b) request a list of physical
53. damages or defects changed to the previous tenant's security deposit or whether or not those damages or defects have been repaired. Said
54. request shall be in writing; (c) within thirty (30) days from such request was received or, within seven (7) days after Landlord notifies the previous
55. Tenant of the security deposit deductions, whichever occurs later Landlord shall give Tenant a list identifying the repairs.
56. In response to Tenant's security deposit deduction. If Tenant has not received such a list within the time periods noted above, Landlord shall give Tenant a list a forty the previous tenant
57. deposit.

58. **TIME IS OF THE ESSENCE:** As to delivery or possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or by
59. Landlord as an inducement for Tenant's entry of landlord's property; payment of rent, performance of any act for which a date is set in this Agreement or by
60. law; and **NONE**
61
62
63. Time is of the essence means that a deadline must be strictly followed.
64
65. **SPECIAL CONDITIONS:** Landlord makes no implied warranty of habitability. Tenant is responsible for all lawn care and snow removal. Tenant is also
66. responsible for ALL utilities and any city fees/fines associated with the property. Tenant is responsible for all maintenance of property

67. **PETS ARE NOT PERMITTED. WATER BEDS ARE NOT PERMITTED**
68. **THIS AGREEMENT VIOLATES THE PROVISIONS ON PAGE 3 OF THIS DOCUMENT**
69.

70. **COPY OF AGREEMENT AND RULES:** Landlord provided Tenant a copy of this Agreement and any rules relating to the premises as well as any
71. household/unit/premises rules in effect before any earnest money or security deposit was accepted.
72. Agreement is signed by Tenant. Landlord shall give Tenant a check in sheet, keys, and N/A
73. on or before commencement of July 1, 2020.

74
75. **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHT**
76. **IN WITNESS WHEREOF**, the parties have executed this Agreement.

LANDLORD/AGENT:

TENANT(S):

[Signature]
Delarosa

79 H.S. Harvinder Singh Harvinder Singh 01/01/26

80 Harvinder Singh for 5225 - 35 Holding LLC

81
82
83 DATE: _____

DATE: 1/1/24

Rent Roll & Recurring Charges
Property: 5225-5225A W Mill Road
As of 01/01/2026

Tenant	ID	Unit Type	RC
5225-5225A W Mill Road	ID	Commercial	
Property Total	1	1	2300.00

Rent Roll & Recurring Charges (Summary)

RC	Charge Type	Description	Totals for 1 Tenant	Confidence	% of Total 1
	Rent Charge			% Charged	100.0%
				Total renewals:	2,300.00