

EXHIBIT C

THE CONDITIONS

(a) The TENANT securing all permits required under the provisions of Sec. 22.A. of this Development and Lease Agreement (“Lease Agreement”).

(b) The TENANT securing all CITY and Board of Harbor Commission approvals required under the provisions of this Lease Agreement, including but not limited to the approval of the final design of the Improvement and the compliance with the provisions of Sec. 22.B. of this Lease Agreement.

(c) The TENANT securing all approvals required under the provisions of Sec. 22.C. of this Lease Agreement.

(d) The TENANT securing the results of all environmental testing of the Property and Easement Area the TENANT is required to undertake, and TENANT’s confirmation that such testing does not disclose substantial environmental contamination, or the presence of substantial hazardous conditions, on or under the Property or Construction Easement Area, or in the alternative, if such testing reveals evidence of contamination which the WDNR requires to be remediated, the TENANT entering into an agreement for the payment of the costs of such remediation.

(e) The TENANT obtaining from the WDNR a letter or comparable confirmation that the expansion of the TENANT onto the Property and Easement Area, which is contemplated by this Agreement and all incidental or associated land or site uses connected therewith, are consistent with and permitted under all applicable lakebed grants.

(f) The TENANT obtaining from the WDNR a letter or comparable confirmation that the expansion of the TENANT on the Property and Construction Easement Area, contemplated by this Agreement and all incidental or associated land or site uses connected therewith, are consistent with and permitted under the applicable public trust doctrines for the use of former navigable waterways.

(g) The TENANT entering into an agreement with the CITY on the application of the CITY’s Human Resource requirements, as set forth in Exhibit E to the Lease Agreement, to the construction of the Improvement and related project site costs.

(h) TENANT’s Improvement and Project site cost estimate may be reviewed and confirmed by a consultant, chosen by the Board of Harbor Commissioners after

consultation with the TENANT. The cost for the consultant's review shall be equally split between the CITY and the TENANT.

(i) The TENANT must submit satisfactory evidence to the Board of Harbor Commissioners and the CITY's Comptroller that it will have sufficient funds to cover the cost of constructing the Improvement and all related Project site costs and that such funds are available in a timely fashion in order to meet construction funding requirements.

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