

GROUND LESSOR ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE made and entered into effective as of January 2, 2018, (the "*Effective Date*") by THE CITY OF MILWAUKEE ("**Ground Lessor**") to and for the benefit of JOHNSON BANK and its assigns ("**Lender**").

RECITALS:

A. On February 5, 1969, Ground Lessor and Milwaukee County War Memorial Center, Inc. ("**Original Ground Lessee**") entered into a ground lease agreement that was recorded in the Milwaukee County Register of Deeds Office on September 22, 1969, as Document No. 4488622, concerning the property described in the attached **Exhibit A** ("**Property**") for the purpose of constructing, maintaining and operating a parking structure on the Property, which lease was amended by Ground Lessor and Original Ground Lessee on July 26, 1985 (the lease and first amendment shall hereinafter be referred to as the "**Original Ground Lease**").

B. Original Ground Lessee assigned its interest in the Original Ground Lease to Marcus Center For the Performing Arts, Inc., its successor ("**Existing Ground Lessee**").

C. On March 3, 2015, Ground Lessor and Existing Ground Lessee entered into that certain Second Amendment of Lease Agreement in order to extend the term of the Original Ground Lease to accommodate financing for certain repairs and maintenance that Existing Ground Lessee intends to undertake on the parking structure (the Original Ground Lease and the Second Amendment shall collectively hereinafter be referred to as the "**Ground Lease**").

D. Ground Lessor has been advised that the Ground Lease has been assigned by Existing Ground Lessee to Lender as security for a loan (the "**Loan**") with the original principal balance of \$2,300,000.00, which, as of October 3, 2017, was increased to \$4,750,539.00 and will be converted to a permanent loan facility, and which is secured by a Second Amended and Restated Leasehold Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded with the Milwaukee County Register of Deeds on October 4, 2017 as Document No. 10717006. The Loan was obtained by Existing Ground Lessee for the purpose of making certain repairs and maintenance to an existing parking structure situated on the Property (the "**Parking Structure**").

IN CONSIDERATION of the foregoing, and for value received, and with the knowledge and intent that Lender will rely upon the content of this Certificate in agreeing to convert the loan to a permanent loan, Ground Lessor hereby certifies and agrees as to each of the following:

1. Ground Lessor is the landlord under the Ground Lease, a true and correct copy of which, including all addendums and amendments to the Lease, is attached hereto as **Exhibit B**, and the Ground Lease represents the entire agreement between Ground Lessor and Existing Ground Lessee.

2. The following are true and correct with respect to the Ground Lease:

(a) Date of Ground Lease: February 5, 1969.

(b) Date of Amendments or Modifications: First Amendment dated July 26, 1985 and Second Amendment dated March 3, 2015.

(c) Current Term of Ground Lease:

Date of Commencement: February 5, 1969.

Date of Expiration: December 31, 2022, unless the lease is extended by consent of both parties or unless the lease is sooner terminated either through consent or breach.

(d) Lease Extensions: At the end of the lease term, the lease shall automatically renew for an additional two-year term to expire on December 31, 2024, unless either party provides the other with written notice at least 90 days before December 31, 2022, of its intent to allow the lease to terminate at the end of the term.

(e) Annual Base Rent: \$1.00 per year to be paid annually on February 1 of each and every year during the term of Lease.

(f) Base Rent Escalations: N/A.

(g) Security Deposit: N/A.

3. The Ground Lease was duly authorized, executed and delivered by Ground Lessor and is in full force and effect and is the legal, valid and binding obligation of Ground Lessor, enforceable against Ground Lessor in accordance with its terms and has not been amended, modified, supplemented or assigned or the terms thereof waived or released either orally or in writing, except for the amendment or modification referred to in paragraph 2(b), a true a correct copy of which is attached hereto.

4. Existing Ground Lessee is a tenant in possession under the terms of the Ground Lease and currently occupies the premises. Existing Ground Lessee has no contract to acquire, purchase option or right of first refusal with respect to the Property or any part thereof.

5. All rent, charges and other payments due Ground Lessor under the Ground Lease have been paid as of the date of this Certificate, and Existing Ground Lessee has not paid any rent under the Lease more than one year in advance.

6. To the best of Ground Lessor's knowledge, as of the date of this Certificate neither Ground Lessor nor Existing Ground Lessee is in default or alleged to be in default under the Ground Lease, nor has any event occurred which would, but for the passage of time or the giving of notice or both, become a default under the Ground Lease.

7. To the best of Ground Lessor's knowledge, neither Ground Lessor nor Existing Ground Lessee is entitled to any claims, counterclaims, defenses or setoffs against the other, nor is

Existing Ground Lessee entitled to any concession, rebate, allowance or free rent for any period subsequent to the date of this Certificate.

8. Ground Lessor has not assigned, pledged or hypothecated any of its rights or obligations under the Ground Lease. Ground Lessor has no contract or outstanding offer to sell the Property or any part thereof or to assign any right or obligations under the Ground Lease.

9. Except as set forth in paragraph 2(d), neither Ground Lessor nor Existing Ground Lessee has any option or right to extend the term of the Lease beyond the expiration date set forth in paragraph 2(c) (the "**Expiration Date**"). As of the date of this Certificate, neither Ground Lessor nor Existing Ground Lessee has given the other notice of its intent to extend the term of the Lease beyond the Expiration Date.

10. That Ground Lessor has approved all items which it has the right to approve in connection with the repair and maintenance of the Parking Structure, including, without limitation, approval by the Commissioner of Public Works of the plans, specifications and cost estimates related to the repair of the Parking Structure and approval by the Comptroller of the funding for such repairs, which includes the Loan.

11. That Ground Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Ground Lessor's and/or Ground Lessee's interest in the Property.

12. That Ground Lessor has not received written notice that it is in violation of any governmental law or regulations applicable to its interest in the Property.

13. Upon Lender's reasonable request, Ground Lessor shall provide Lender with updated Ground Lessor Estoppel Certificates in substantially the form of this Certificate.

THE UNDERSIGNED has caused this Ground Lessor Estoppel Certificate to be executed by its duly authorized representative as of the date first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

GROUND LESSOR:

CITY OF MILWAUKEE

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____