

MILWAUKEE COMMUNITY

STABLES LEASE

Lease Date: _____, 20__

MCEC Development, LLC, as Landlord

and

City of Milwaukee,
acting through the Milwaukee Police Department, as Tenant

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STABLE LEASE (the "Lease")

Lease Date: _____, 20__

Landlord: MCEC Development, LLC, a Wisconsin limited liability company

Tenant: City of Milwaukee, acting through the Milwaukee Police Department,
a political subdivision of the State of Wisconsin

1. LEASE TERMS

1.01 Premises: The “**Premises**” means the real property described on Exhibit A-1 attached hereto, including the stable building (the "Building") and other improvements to be constructed by Landlord and located thereon as shown on the site plan attached hereto as Exhibit “A-2” (“**Site Plan**”).

1.02 Intentionally left blank.

1.03 Tenant’s Notice Address: City of Milwaukee
c/o Milwaukee Police Department
Police Administration Building
749 West State Street
Milwaukee, WI 53233
Attn: _____

With a Copy to:

Office of the City Attorney
200 E. Wells Street, Room 800
Milwaukee, WI 53202

1.04 Landlord’s Notice Address: Bruce T. Block, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

1.05 Tenant’s Permitted Use: Tenant shall use the Premises as a stable for its horses used in Tenant's mounted patrol unit, for office and other ancillary purposes, and for community outreach related to (1) equine care and maintenance and (2) community/neighborhood policing activities. The Premises may also be used for equine-related health purposes as set forth in Section 16.01 herein.

1.06 Lease Term: The “**Lease Term**” will commence on the date (the “**Lease Commencement Date**”) of Landlord’s Substantial Completion (as defined below) of the Building and related improvements on the Premises (“**Landlord Work**”) in accordance with the plans and specifications set forth on Exhibit B attached hereto (the “**Landlord Work Plans and Specifications**”), and expires on the date that is immediately prior to the 30th anniversary of the Lease Commencement Date. “**Substantial Completion**” of the Landlord Work will be established by the issuance of a

certificate of occupancy (temporary or otherwise) or its equivalent for the Building by the appropriate governmental authorities allowing for Tenant's use and occupancy of the Premises for Tenant's Permitted Use. The Lease Commencement Date will be evidenced by a Commencement Date Certificate which the parties agree to execute within ten (10) days of the written request of either party after the Lease Commencement Date (but failure by either party to execute the same shall not affect the validity of the Lease Commencement Date).

1.07 Base Rent. "**Base Rent**" during the Lease Term will be the amount of \$100,800.00 per year. At Tenant's option, Base Rent shall be payable: (a) in monthly installments, in advance, in the amount of \$8,400, due on the first day of each month; or (b) in a lump sum payment of the entire annual amount, with the payment for the first year of the Lease Term due on the Commencement Date and all subsequent annual payments due on each subsequent anniversary of the Lease Commencement Date.

1.08 Intentionally Left Blank.

1.09 Laws and Requirements: The term "**Laws**" means all applicable federal, state, county, local and municipal governmental laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable decisions by courts of the State of Wisconsin, and decisions of federal courts (including, but not limited to, federal courts applying the laws of Wisconsin), specifically including Environmental Laws (as defined below). The term "**Requirements**" means all Laws, together with all other agreements, documents, covenants, conditions and restrictions affecting the Property from time to time.

1.10 Business Day: The term "**Business Day**" means any day other than a Saturday, Sunday, or any other day or days now or hereafter commonly observed as holidays on which banking institutions in the State of Wisconsin are closed for business to the general public.

1.11 Parking: Tenant may use of all vehicle parking spaces at the Property as set forth on the Site Plan for Tenant's employees, guests, contractors and visitors.

2. DEMISE AND POSSESSION; CONSTRUCTION OF PREMISES

2.01 Lease. Commencing on the Lease Commencement Date, Landlord leases to Tenant and Tenant leases from Landlord the Premises. The Premises will be leased to Tenant together with:

- (a) The exclusive right to use the grounds and all exterior portions of the Premises;
- (b) The exclusive right to use all roads, parking spaces and parking areas at the Premises;
- (c) The exclusive right to install, use, maintain, replace and repair signage in and on the Property as provided in, and subject to the terms of, Article 13 hereof;
- (d) The exclusive right to use all other improvements located or to be located on the Premises pursuant to the Landlord Work Plans and Specifications;
- (e) Subject to Laws and other Requirements, the right to restrict access to, and provide security for, the Premises by use of (among other things) fences, gates and/or security personnel, all in a manner determined by Tenant and reasonably acceptable to Landlord; and
- (f) All other rights of use specified in this Lease.

The rights set forth in clauses (a) through (f) above will be without additional cost to Tenant (except for Rent payable by Tenant for the Premises as provided in this Lease).

2.02 Construction.

A. Landlord covenants and agrees with Tenant that Landlord shall, at Landlord's sole cost and expense, construct or cause to be constructed the Building and perform all of the other Landlord Work in accordance with the terms and provisions of this Lease and the Landlord Work Plans and Specifications. Subject to Unavoidable Delays (as hereafter defined), Landlord shall cause the Landlord Work to be performed in accordance with the construction schedule attached as Exhibit "E" to this Lease ("**Construction Schedule**").

B. Landlord shall, at Landlord's sole cost and expense, obtain donations, mortgage financing or equity, or any of them in an aggregate amount, on terms and conditions approved by Landlord, sufficient to provide the funds to construct the Building and perform the other Landlord Work, and in a time frame sufficient to enable Landlord to commence, perform and Substantially Complete the Landlord Work in accordance with the Landlord Work Plans and Specifications and the Construction Schedule.

2.03 Landlord's Construction Obligations and Warranties.

A. Landlord hereby covenants and agrees with Tenant that: (1) all Landlord Work will be performed in a good and workmanlike manner, and (2) all materials, supplies and equipment furnished in connection with the Landlord Work will be of equal or better quality than specified in the Landlord Work Plans and Specifications. Landlord warrants that the HVAC and plumbing systems, and all equipment comprising a portion thereof (the "**Landlord Warranty Work**"), will be in good working condition, free of defects at all times prior to the first (1st) anniversary of the Lease Commencement Date; provided, however, that if any defect or failure is a result of Tenant's misuse, neglect, negligence or misconduct, Landlord will have no obligation to correct such defect or failure. If at any time prior to the expiration of the foregoing warranty period, Tenant shall discover any failure or breach of the Landlord's warranties set forth in this Section 2.03 with respect to the Landlord Warranty Work, then Landlord shall, upon written notice from Tenant and at Landlord's sole cost and expense, promptly commence and diligently perform the correction of such failure or breach (which corrective action may include, without limitation, any necessary removal, disassembly, reinstallation, repair replacement, re-assembly, reconstruction, re-testing and/or re-inspection of any portion of the Landlord Warranty Work and any other property damaged or affected by such failure, breach or corrective action), all in a manner that minimizes any disruption of or interference to Tenant's use and occupancy of the Premises, and in compliance with the terms of the Lease. Tenant agrees to provide Landlord with notice of any claim to be made by Tenant under this Section 2.03 promptly after Tenant discovers any failure or breach of the Landlord's warranties set forth in this Section 2.03, but no failure by Tenant to provide such prompt written notice shall affect the validity thereof, except to the extent Landlord is damaged as a result of any unreasonable delay in giving such notice.

B. EXCEPT AS SPECIFICALLY PROVIDED IN THE FOREGOING, LANDLORD HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATIVE TO THE PREMISES OR ANY COMPONENT PART THEREOF INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Except as specifically warranted in this Lease, Tenant's acceptance of occupancy of the Premises will constitute conclusive evidence that Tenant has examined the physical condition of the Premises, all environmental conditions at or affecting the Premises and title to the Premises and has found all of the same satisfactory for all purposes.

2.04 Landlord Work Contractor Warranties. Landlord shall obtain construction warranties against defects in labor, materials and equipment of one (1) year from its contractor with respect to all components of the Landlord Work (other than minor components thereof that do not affect Tenant's use and occupancy of the Premises or the appearance of the Premises). If Landlord sells or transfers its interest in the Premises prior to the expiration of any warranty issued in connection with the Landlord Work which is held by Landlord, Landlord shall cause such warranty to be assigned to the purchaser or transferee to such transaction in order that such warranties continue to be held by the "Landlord" under this Lease at all times. On completion of the Landlord Work, Landlord shall provide Tenant, at Tenant's request, with copies of all warranties on those components, of the Landlord Work which Tenant is responsible for maintaining pursuant to this Lease (the "**Tenant Maintenance Warranties**"), and Landlord shall assign to Tenant all of Landlord's right, title and interest in and to such Tenant Maintenance Warranties. In addition, on or prior to completion of any component of the Landlord Work which Tenant is required to maintain pursuant to the Lease, Landlord shall turn over to Tenant copies of all keys, manuals, operating instructions and the like, together with such operating information and documentation as may be reasonably requested by Tenant, relating to such Landlord Work. Nothing contained in this Section 2.04 will be deemed to limit Landlord's warranty obligations set forth in Section 2.03 above.

2.05 Landlord Representations, Warranties and Disclaimer.

A. Landlord hereby represents and warrants to Tenant as follows:

(i) as of the Lease Commencement Date, the Property will comply with Laws (including, without limitation, the Americans With Disabilities Act of 1990 (as amended), and all applicable building, fire and safety codes) and other Requirements in effect as of the Lease Commencement Date;

(ii) as of the Lease Commencement Date all systems and equipment serving the Premises including HVAC, electrical, sprinkler, plumbing and utility lines that are a part of the Landlord Work will be in good working order;

(iii) the use of the Premises for Tenant's purposes as a stable for horses and general office uses is currently (and will be, as of the Lease Commencement Date) permitted by Laws (including zoning Laws) and other Requirements; and

(iv) Landlord owns (and will own, as of the Lease Commencement Date) fee simple title to the Premises, and has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations under this Lease.

B. Except as expressly provided in this Lease, Tenant acknowledges and agrees that no representations or warranties have been made by Landlord, or any person, firm or agent acting or purporting to act on behalf of Landlord, as to (i) the presence or absence on, under or affecting the Land of any particular materials or substances (including, without limitation, Hazardous Materials), and (ii) the subsurface conditions of the Land or any portion thereof.

2.06 Punch-List. No later than five (5) days prior to the Substantial Completion Date or such other time mutually acceptable to the parties, Landlord and Tenant shall conduct a walk through inspection of the Premises and reasonably agree on any "punch-list" items requiring completion or correction in order to satisfy Landlord's obligations under Section 2.03, above. Landlord shall promptly complete or correct all such "punch-list" items. Landlord agrees to complete such agreed upon punch-list items as soon as reasonably practicable after such walk through inspection, and in any event, such punch-

list items will be completed by Landlord within sixty (60) days after such walk through inspection by Landlord and Tenant. Tenant agrees to permit Landlord reasonable access to the Premises, subject to the provisions of this Lease, in order to complete any such punch-list work, and Landlord agrees to perform such punch-list work in a manner that does not unreasonably interfere with Tenant's use and occupancy of the Premises.

3. BASE RENT

3.01 Base Rent: Commencing on the Lease Commencement Date, Tenant will pay, without deduction or offset, prior notice or demand, the Base Rent then due in accordance with Section 1.07(a) above at the place designated by Landlord in writing to Tenant, and if no such place has been designated by Landlord, then to Landlord's address for notices set forth in Section 1.04 above. If the Tenant elects to pay Base Rent in monthly installments and the Lease Term commences or ends on a day other than the first day of a calendar month, a prorated amount of Base Rent and Additional Rent will be due with respect to such partial month (based on the actual number of days within such month).

3.02 Late Fees. If any installment of Base Rent or Additional Rent is not paid on or before the date first due hereunder, then interest shall immediately commence to accrue thereon at the Default Rate until such installment is paid, regardless of whether such payment is made before such failure to pay becomes a Default hereunder. As used herein, "**Default Rate**" means the product of the variable Prime Rate as announced by the Wall Street Journal from time to time, plus 5% per annum.

4. ADDITIONAL RENT

4.01 Additional Rent. All costs, expenses and charges payable by Tenant under this Lease other than Base Rent are called "**Additional Rent**." The term "**Rent**" whenever used in this Lease means Base Rent and Additional Rent.

4.02 Operating Costs.

A. Throughout the Lease Term, Tenant shall pay for all costs of operating the Premises (inclusive of charges for all utilities) and, except to the extent expressly provided otherwise herein, for all costs of maintenance, repair and replacement of the Premises and each part thereof. It is the intention of the parties that: (i) this Lease is an absolutely "triple net" lease to the Landlord; (ii) the Base Rent payable under this Lease will be an absolutely net return to Landlord, and (iii) Tenant shall pay all costs and expenses relating to the operation, repair, maintenance, and replacement of the Premises and each part thereof. Any present or future Law to the contrary notwithstanding, the Lease shall not terminate (except as expressly provided herein), nor shall Tenant be entitled to any abatement (except as expressly provided herein) or set-off, counterclaim, defense or deduction with respect to any Base Rent, Additional Rent or other sums payable hereunder, nor shall the obligations of Tenant hereunder be affected, by reason of: any damage to or destruction of the Premises; any taking of the Premises or any part thereof by condemnation or otherwise; any prohibition, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any person; any eviction by paramount title or otherwise; any default by Landlord hereunder or under any other agreement; the impossibility or illegality of performance by Landlord, Tenant or both; any action of any Governmental Authority; or any other cause whether similar or dissimilar to the foregoing. Except as expressly provided herein, the parties intend that the obligations of Tenant hereunder will be separate and independent covenants and agreements and shall continue unaffected unless such obligations will have been modified or terminated pursuant to an express provision of this Lease.

4.03 Taxes.

A. “**Real Property Taxes**” mean the following, to the extent allocable to the Premises, and to the extent that the same accrue with respect to the Premises during the Lease Term (note: it is the expectation of the parties that the Premises will be exempt from ad valorem property taxes; Landlord shall take all steps necessary to apply for an exemption from ad valorem property taxes; if any act or omission of Landlord results in the loss of the exemption from ad valorem property taxes, then Landlord shall be responsible for the payment of real property taxes): (i) any real property tax, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Premises (except that all assessments will be treated as payable over the longest permitted period for payment thereof but Tenant shall pay any interest component payable as a result of paying such assessments in installments); (ii) any tax or fee on Landlord’s right to receive, or the receipt of, rent or income from the Premises or against Landlord’s business of leasing the Premises (but only to the extent that such tax or fee is a substitute for real estate taxes allocable to the Property); provided that Rent received from Tenant will be treated as the only rent and other income received by Landlord, (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises by any governmental agency; (iv) any charge or fee replacing, substituting for, or in addition to any tax previously included within the definition of Real Property Tax (including, but not limited to, any payment in lieu of property taxes or fees in lieu of taxes); and (v) the Landlord’s actual, reasonable cost of any tax protest relating to any of the above provided that such protest is done at the request or with the approval of Tenant. Real Property Taxes do not, however, include: (a) Landlord’s federal, state or local income, franchise, net worth, inheritance or estate taxes, (b) excess profits taxes, gift taxes, capital stock taxes, transfer taxes, mortgage or intangible taxes or fees, (c) fines, penalties and interest due to the delinquent payment by Landlord of any tax or assessment comprising Real Property Taxes, or (d) other taxes to the extent applicable to Landlord’s general or net income (as opposed to taxes specific to rents, receipts or income attributable to ownership of or operations solely at the Premises), net worth or capital. For purposes of this Lease, “Real Property Taxes” for any calendar year or other period will be deemed to be the Real Property Taxes which accrue with respect to such calendar year or other period, regardless of the time which such Real Property Taxes are paid or required to be paid (i.e., determined on an “accrual basis”).

B. Tenant shall pay all Real Property Taxes directly to the taxing authority assessing the same (rather than to Landlord) as and when such become due (and before such become delinquent) and provide Landlord with reasonable evidence that such Real Property Taxes have been paid. Tenant will be entitled to receive any refund due with respect to Real Property Taxes paid by Tenant as provided below.

C. Tenant will pay all taxes charged against trade fixtures, furnishing, equipment or any other personal property belonging to Tenant in the Premises by the date that such taxes are due. Tenant will use reasonable efforts to cause its personal property taxes billed separately from the Property.

D. Landlord shall provide the bill for each installment of Real Property Taxes to Tenant at least forty-five (45) days prior to when due, or as soon thereafter as Landlord has received such bill. Tenant shall pay all such bills for Real Property Taxes so received by Tenant prior to when due. If permitted by applicable law, Tenant may contest Real Property Taxes at its sole cost and expense, but in no event shall any Real Property Taxes be permitted to go delinquent or to tax foreclosure sale by reason of any such contest undertaken by Tenant. Alternatively, Tenant may require Landlord to contest the Real Property Taxes in respect of any calendar year or years falling within the Lease Term (in whole or in part), in which event Landlord shall contest such Real Property Taxes in a manner consistent with landlords of similar properties in the Milwaukee metropolitan region. If requested in writing by

Landlord, Tenant shall notify Landlord, within ten (10) Business Days after receipt of such request from Landlord, whether Tenant intends to contest, or to require Landlord to contest, any installment of Real Property Taxes, and if Tenant does not notify Landlord that Tenant intends to contest the same, Landlord may contest the applicable Real Property Taxes. Landlord and Tenant shall use reasonable efforts to coordinate any tax contests.

E. If Real Property Taxes paid during any calendar year will be refunded to Landlord in whole or in part for any reason whatsoever, then Landlord shall refund to Tenant the amount of such refund (allocated in the case of special assessments to the applicable portion of the Lease Term) within thirty (30) days after Landlord receives such refund, or, if during the Lease Term, credit such refund to Tenant against the next installments of Rent becoming due hereunder. To the extent the final amount of Real Property Taxes is not known until after the Lease Term, Tenant shall pay any amount thereof owed to Landlord pursuant to this Section 4.03 within thirty (30) days after Tenant receives an invoice therefore from Landlord (subject to the terms of Section 4.03F below), or Landlord shall pay any amount thereof owed to Tenant pursuant to this Section 4.03 within thirty (30) days after Landlord received the applicable tax bill or bills (as applicable).

5. SECURITY DEPOSIT.

5.01 During the Lease Term, Tenant will not be required to post or deposit any cash, letter of credit, security or other collateral as security for the obligations of Tenant.

6. USE OF PREMISES: QUIET CONDUCT

6.01 Generally; Compliance with Laws and Requirements.

A. The Property may be used and occupied only for Tenant's Permitted Use as shown in Section 1.05 above. Tenant shall, at its cost, obtain all licenses, permits or other authorizations required in connection with the occupancy of the Premises at the Premises (other than zoning approvals, which shall be the obligation of Landlord). Tenant shall occupy and actively utilize the Premises at all times during the Lease Term. Tenant will comply with all Laws and other Requirements respecting all matters of occupancy, condition, use or maintenance of the Premises; provided, however, that Tenant will not be responsible for taking any actions to comply with such Laws and other Requirements to the extent that such actions are required as a result of any negligence or intentional misconduct of Landlord, or any breach or violation of this Lease by Landlord. Tenant shall not cause or allow the Premises to be damaged or destroyed or to deteriorate from any act or omission of Tenant, its agents, employees or contractors. Tenant shall not permit any objectionable or offensive noise to be emitted from the Premises. Tenant shall not permit the accumulation of waste or refuse matter, nor permit anything to be done or allow any condition to exist which would invalidate or prevent the procurement of any insurance policies which may at any time be required pursuant to the provisions of this Lease. Tenant shall not obstruct or permit the obstruction of any parking areas, streets or sidewalks located on or adjoining the Premises, and shall keep such parking areas, streets and sidewalks free of snow and ice. Tenant shall not suffer any waste to occur to the Premises. Tenant shall not overload the floors, roof, walls or other structural components of the Building beyond their weight-bearing capacity.

B. Landlord shall comply with all Laws applicable to its ownership of the Premises and performance of its obligations under this Lease.

6.02 Hazardous Materials. As used in this Lease, the term "**Hazardous Materials**" means:

A. Those substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “regulated substances,” or “solid waste” in the Toxic Substance Control Act, 15 U.S.C. § 2601 et. seq., as now existing or hereafter amended (“**TSCA**”), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et. seq., as now existing or hereafter amended (“**CERCLA**”), the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et. seq., as now existing or hereafter amended (“**RCRA**”), the Federal Hazardous Substances Act, 15 U.S.C. § 1261 et. seq., as now existing or hereafter amended (“**FHSA**”), the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et. seq., as now existing or hereafter amended (“**OSHA**”), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et. seq., as now existing or hereafter amended (“**HMTA**”), and the rules and regulations now in effect or promulgated hereafter pursuant to each law referenced above and shall also include the local corollaries of the above-referenced statutes, rules and regulations;

B. Those substances listed in the United States Department of Transportation table (49 CFR § 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); and

C. Such other substances, mixtures, materials and waste which are regulated under applicable Laws, or which are classified as hazardous or toxic under federal, state or local laws or regulations (all Laws referenced in paragraphs A, B and C above are collectively referred to as “**Environmental Laws**”).

6.03 Tenant’s Covenants.

A. Except as provided below, Tenant will not during the Lease Term (or during any holdover period), manufacture, process, store, distribute, use, discharge or dispose of any Hazardous Materials in, under or on the Premises. Notwithstanding the foregoing, Landlord agrees Tenant may use and store on the Premises: Hazardous Materials contained in office supplies customarily used in connection with horse stabling activities/operations and general office uses (and in quantity limited to support Tenant’s uses at the Premises), provided that (in each case) Tenant complies with all Laws and other Requirements at all times in connection with such Hazardous Materials.

B. Subject to the matters disclosed to Landlord by the Redevelopment Authority of the City of Milwaukee set forth on Exhibit F attached hereto, which are hereby accepted by Landlord (the "Known Conditions"), Tenant shall promptly notify Landlord in the event of (i) the failure of the Tenant or the Premises to comply with any Environmental Law in any manner whatsoever; (ii) any spill release, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal or dumping of Hazardous Materials into, on, or onto the Premises (each a “**Release**”) regardless of the source of the Release, whenever Tenant knows that such a Release occurred; (iii) Tenant’s receipt of or knowledge of any summons, citation, directive, order, claim, litigation, threatened or pending investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any federal, state or local governmental agency or authority or any other entity or individual (including, without limitation, any owner of property adjacent to or near the Premises or any other entity or individual suffering or alleging property damage or personal injury) concerning any intentional or unintentional act or omission that has resulted in or may result in the Release of a Hazardous Material into the “environment” as such term is defined in CERCLA, from or on the Premises; (iv) Tenant’s knowledge of any condition (other than the Known Conditions) with respect to the air, soil, surface, surface water, groundwater, stream sediments and any similar condition that currently or in the future could require investigative or remedial action and/or may result in claims, demands or liabilities to Tenant or Landlord by third parties, including, without limitation, any federal, state or local governmental authority, any owner of property adjacent to or near the Premises or

any other entity or individual suffering or alleging property damage or personal injury; and (v) the occurrence of an event or the existence of a situation which is reasonably likely to result in a violation of or liability under an Environmental Law with respect to the Premises or which is likely to result in the Tenant being liable to the Landlord by virtue of the indemnity given by the Tenant pursuant to Section 6.04 below.

C. Tenant will not be involved in nor permit any Tenant Parties to be involved in, operations at the Premises which would lead to the imposition on the Tenant or the Landlord of liability or the creation of a lien on the Premises, under Environmental Laws.

D. Tenant shall, upon twenty-four (24) hour prior notice by Landlord, permit Landlord or Landlord's agent access to the Premises to conduct an environmental site assessment with respect to the Premises; provided, that such right will not be exercised in a manner which unreasonably interferes with Tenant's use and occupancy of the Premises, and Tenant may accompany Landlord or its agent in connection with any such entry. If Landlord performs any testing or other investigation to ascertain whether there has been a Release of Hazardous Materials, then Landlord's reasonable costs incurred in connection with such testing will be reimbursed by Tenant to Landlord upon demand, as Additional Rent.

E. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any Release of Hazardous Materials brought upon the Premises by or caused, contributed to or created by Tenant or Tenant's agents, contractors or invitees. Such investigation and remediation will be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant will be entitled to respond promptly to an emergency without first obtaining such consent, so long as Landlord is given written notice thereof as soon as practicable. All remediation will be performed in compliance with Environmental Laws and in a good and workmanlike manner. With respect to any contamination on the Premises discovered pursuant to Landlord's inspection of the Premises or otherwise, Landlord may immediately enter upon the Premises to remedy any contamination found thereon. In exercising its rights herein, any interference with Tenant's business will not constitute an eviction of Tenant, in whole or in part, and Landlord will not be liable for any interference, loss, or damage to Tenant's property or business caused thereby.

F. Tenant shall not install or permit the installation on the Premises of any asbestos containing materials. Tenant covenants that it shall cause any maintenance, repairs or alterations of the Premises undertaken by, through or under the Tenant to be done in a way so as not to violate Environmental Laws or expose persons working on or visiting the Premises to Hazardous Substances in excess of safety levels established by applicable Environmental Laws

G. At Landlord's request, Tenant shall execute affidavits, representations and estoppels from time to time, concerning Tenant's knowledge and belief regarding the presence of any Hazardous Substance or toxic material on the Premises.

H. The covenants and obligations of Tenant under this Section 6.03 shall survive the expiration or termination of the Lease.

6.04 Indemnity. Tenant for itself and its successors and assigns undertakes to protect, indemnify, save and defend Landlord, its employees, directors, officers, managers, members, affiliates, successors and assigns (collectively the "**Landlord Indemnitees**") harmless from any and all liability, loss, damage and expense, including reasonable attorneys' fees, claims, suits and judgments (collectively, "**Claims and Losses**") that Landlord or any other Landlord Indemnitee, may suffer as a result of, or with respect to:

A. The violation by Tenant of any covenant of Tenant described in Section 6.03 and/or any Environmental Law at the Premises, including the assertion of any lien thereunder and any suit brought or judgment rendered regardless of whether the action was commenced by a citizen (as authorized under the Environmental Laws) or by a government agency; and

B. To the extent caused by Tenant, any Release of or the presence of any Hazardous Materials brought upon the Premises by Tenant.

6.05 Landlord Warranty, Indemnity and Covenants. Landlord will for itself, the Landlord Parties and their respective successors and assigns undertake to protect, indemnify, save and defend Tenant, its employees, directors, officers, shareholders, Affiliates, successors and assigns (collectively, the “**Tenant Indemnitees**”) harmless from any and all Claims and Losses that Tenant or any other Tenant Indemnitee may suffer as a result of or with respect to (i) the violation by Landlord of any covenant described in this Section 6.05 and/or any Environmental Law, and (ii) to the extent caused by Landlord or any Landlord Party, any Release of or the presence of any Hazardous Materials brought upon the Property by Landlord or any Landlord Party. Landlord covenants to investigate, clean up and otherwise remediate, at Landlord’s sole expense, any Release of Hazardous Materials brought upon the Property by Landlord or any Landlord Party that is caused, contributed to or created by any or all of Landlord and/or any Landlord Party. All remediation will be performed in compliance with Environmental Laws and in a good and workmanlike manner.

7. PARKING

7.01 Use Tenant has the exclusive right to park in the parking facilities and areas located at the Premises, as well as the exclusive right to use all roads, driveways and access ways located on the Premises.

8. UTILITIES

8.01 Generally. During the Lease Term, Tenant will be responsible for and shall pay for all water, gas, heat, light, power, sewer, electricity, or other services metered, chargeable to or provided to the Premises. As of the Lease Commencement Date, Landlord covenants and agrees that sanitary sewer, storm sewer, water, gas, and electrical, will be available for use in accordance with the Landlord Work Plans and Specifications.

8.02 No Default. Landlord will not be liable or deemed in default to Tenant nor will there be any abatement of Rent for any interruption or reduction of utilities or services caused by anything other than an intentional act of Landlord, including, without limitation, any act reasonably beyond Landlord’s control. Tenant agrees to comply with energy conservation programs required by Laws.

8.03 Telephone. Tenant will contract and pay for all telephone and similar services for the Premises.

9. ALTERATIONS, MECHANIC’S LIENS. RETURN CONDITION

9.01 Alterations Generally. Tenant may not, without the consent of Landlord, make any additions, changes, alterations or improvements (“**Alterations**”) in and to the Building systems and equipment pertaining to the Premises.

9.02 Consent Requirements. Landlord’s consent to any Alterations will be contingent upon Tenant providing Landlord with the following items or information, all subject to Landlord’s approval,

not to be unreasonably withheld: (i) the identity of Tenant's contractor, (ii) detailed plans and specifications for such work, and (iii) any other customary items reasonably requested by Landlord.

9.03 Requirements for all Alterations. Before commencing any Alterations, Tenant shall obtain any building permits or other permits or licenses required under Laws therefor, if any. Once the Alterations begin, Tenant will diligently and continuously pursue their completion. In connection with any Alterations performed by or on behalf of Tenant, Tenant shall provide Landlord with certificates of insurance by Tenant's contractor for commercial general liability insurance with limits reasonably satisfactory to Landlord.

9.04 Installation of Personal Property. Notwithstanding anything to the contrary in this Article 9, Tenant may, without the consent of Landlord, install, remove and relocate trade fixtures, in conformance with Laws, provided that such items will not (i) adversely affect the structural elements of the Premises, or (ii) materially and adversely affect the mechanical, electrical, plumbing, HVAC, life safety or other basic systems of the Premises.

9.05 Liens. Tenant will pay all costs for Alterations performed by it and will keep the Premises free from any liens arising out of work performed for, materials furnished to or obligation incurred by Tenant. Within thirty (30) days after written notice from Landlord, Tenant shall remove any such lien or encumbrance by bond or otherwise, or provide a title insurance endorsement (or other security (e.g., a letter of credit)) reasonably satisfactory to Landlord, and covering all costs of defense, in which case Tenant will not be deemed to be in breach and may contest in good faith or otherwise deal with such lien claims as Tenant deems best. If Tenant shall fail to do so, Landlord may, after delivery of notice to Tenant of Landlord's intent so to act, bond over, insure over, or pay the amount necessary to remove such lien or encumbrance. In each case, the amount so paid will be deemed Additional Rent under this Lease payable within thirty (30) days after Tenant's receipt of an invoice therefor.

9.06 No Alterations by Landlord. Other than the Landlord Work, and except in connection with the compliance by Landlord of its obligations under this Lease (including the performance of Landlord Repairs), Landlord will not make any Alterations in or to the Premises or the building systems and equipment pertaining to the Premises, without Tenant's prior written consent.

9.07 End of Lease Term; Return Condition. At the expiration of this Lease, Tenant shall surrender the Premises in broom-clean condition, and otherwise in their then "as-is" condition (so long as Tenant will have complied with its maintenance and repair obligations contained herein). Without limiting the generality of the foregoing, Landlord and Tenant agree that Tenant will have the right, upon the expiration or earlier termination of the Lease to either remove or leave in place any Alterations constructed or installed by Tenant at the Premises (including, without limitation, any wiring or cabling installed by Tenant therein), at Tenant's sole election; provided however, that Landlord may require Tenant to remove any Alterations made by Tenant from the Premises prior to the end of the Lease Term which were not located in the Premises as of the Lease Commencement Date. Tenant may not remove any improvements (not including items such as Tenant's trade fixtures or personal property) that were in the Premises as of the Lease Commencement Date and such improvements will be the property of the Landlord at the end of the Lease Term. To the extent that Tenant will be entitled or required to remove any equipment or property constituting a portion of any Alterations made by Tenant, such equipment or property will be deemed to constitute the property of Tenant. Tenant will have the right, from time to time during the Lease Term, to request that Landlord inform Tenant whether Landlord will require removal of Alterations from the Premises prior to the end of the Lease Term. If Landlord fails to notify Tenant in writing that Landlord will require that any such Alterations be removed from the Premises within ten (10) Business Days after Tenant delivers such written notice to Landlord, then Landlord shall conclusively be deemed not to have elected to have required Tenant to remove such Alterations from the

Premises prior to the end of the Lease Term. Notwithstanding anything to the contrary in the foregoing, nothing contained in this Section 9.07 will be deemed to require Tenant to upgrade any equipment, systems or other facilities at the Premises in connection with its return of the Premises to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures from the Premises, and repair any damage caused by such removal at Tenant's sole cost and expense. If Tenant fails to remove its personal property and trade fixtures within thirty (30) days after the expiration of this Lease the same will be deemed abandoned and will become the property of the Landlord and Tenant shall reimburse Landlord for Landlord's reasonable cost of removal, storage and disposal of such items, if any, within thirty (30) days of receipt of written notice for the Landlord's costs thereof. Upon the expiration of the Lease Term, Tenant shall deliver all keys to the Building to Landlord.

9.08 No Fees. Tenant will not be required to pay any fee of any kind to Landlord for profit, overhead, general conditions, or supervision with respect to any Alterations (including Consent Alterations), or to review or approve any plans or specifications set forth herein.

10. HAZARDS AND LIABILITY INSURANCE

10.01 Increases in Insurance. Except as expressly provided as Tenant's Permitted Use, or as otherwise consented to by Landlord in writing, Tenant shall not do or permit anything to be done within or about the Premises which will increase the existing rate of insurance on the Premises and shall, at its sole cost and expense, comply with any reasonable requirements, pertaining to the Premises, of any insurance organization insuring the Premises and Premises-related apparatus. Tenant agrees to pay, as Additional Rent, any increases in premiums on policies resulting from Tenant's Permitted Use or other use consented to by Landlord which increases insurance premiums or requires extended coverage to insure the Premises.

10.02 Tenant's Property Insurance. Tenant, at all times during the Lease Term (and during any period of holdover) and at Tenant's sole expense, will maintain a policy of standard fire and extended coverage insurance with "all risk" (or its then current equivalent) coverage on all of Tenant's property and equipment thereat to the extent of their full replacement value. The proceeds from this policy will (unless this Lease will be terminated pursuant to the terms hereof) be used by Tenant for the replacement of its property and equipment (or such new or modified property or equipment and/or (subject to the terms of Article 9 hereof) as Tenant will be permitted to install at the Premises). This policy will contain an express waiver, in favor of Landlord, of any right of subrogation by the insurer.

10.03 Tenant's Liability Insurance. Tenant, at all times during the Lease Term (and during any period of holdover) and at Tenant's sole expense, will maintain a policy of commercial general liability coverage with limits of not less than \$5,000,000 combined single limit for bodily injury and property damage insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. During the Lease Term, Tenant shall also maintain (i) worker's compensation insurance to the extent required by Law, together with employer's liability limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; and (ii) automobile liability insurance insuring all owned, non-owned and hired automobiles with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage.

10.04 Insurance Requirements. All liability insurance carried by Tenant with respect to the Property will name Landlord and/or Landlord's designated partners and affiliates as an additional insured, and will be primary to Landlord's liability insurance and shall contain an excess coverage endorsement reasonably acceptable to Landlord. All insurance required to be provided by Tenant under this Lease will (a) be issued by an insurance company authorized to do business in the state in which the Premises are located and which has and maintains a rating of at least A-/VII in the Best's Insurance Reports or the

equivalent at the inception of the policy period, (b) contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Landlord before cancellation or change in coverage, scope or limit of any policy, (c) provide coverage on an occurrence basis, (d) provide coverage for the indemnity obligations of Tenant under this Lease, (e) contain a severability of insured parties provision and/or a cross liability endorsement, and (f) provide coverage with no exclusion for a pollution incident arising from a hostile fire. Except for any insurance obtained by Tenant pursuant to Section 10.07 hereof (which will have deductibles reasonably acceptable to Landlord), any insurance required to be carried by Tenant hereunder may be subject to commercially reasonable deductibles (as reasonably determined by Tenant); provided, that Tenant will be responsible for the payment of such deductibles (not including deductibles under insurance carried by Tenant under Section 10.07 hereof). Tenant will deliver a certificate of insurance to Landlord prior to any use or occupancy of the Premises by Tenant and will provide evidence of renewed insurance coverage at each anniversary, and prior to the expiration of any current policies. Landlord agrees that the insurance policies required to be maintained by Tenant hereunder may be “blanket” or “umbrella” policies maintained by Tenant and/or its Affiliates from time to time; provided that the coverage afforded and allocated thereunder, as it relates to the Premises, will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease.

10.05 Self-Insurance by Tenant. Tenant shall have the right to self-insure in fulfillment of its obligations under this Article 10, inclusive of the insurance coverage required to be procured by Landlord and paid for by Tenant under Section 10.06 hereof (that is, if Tenant elects to self-insure, Landlord shall not be required to procure the insurance coverage set forth in Section 10.06 and Tenant's self-insurance shall provide such coverage). If Tenant elects to self-insure, Tenant shall indemnify and hold Landlord harmless from and against any losses sustained by Landlord as a result of Tenant's election to self-insure. Tenant shall provide Landlord with at least thirty (30) days advance written notice of Tenant's election to self-insure and to terminate (or not procure) the insurance coverage required under this Article 10. The right to self-insure is limited solely to the City of Milwaukee, as Tenant. This right shall not be available to any assignee of Tenant under this Lease.

10.06 Landlord's Insurance. Landlord agrees to procure and keep in full force and effect during the Lease Term, at Tenant's cost, casualty insurance under policies issued by insurers authorized to do business in the state in which the Premises are located and which maintain a rating in the Best's Insurance Reports of at least A-/VII or the equivalent at the inception of the policy period, on the Building and other insurable improvements on the Premises (other than Tenant's property) in amounts not less than the full replacement cost of the Building and such other improvements (above foundations) against fire and other such risks as may be included in standard forms of fire and extended coverage insurance available from time-to-time (which shall include rent loss insurance), together with a commercial general liability policy with respect to the Premises providing coverage in the amount of Two Million Dollars (\$2,000,000) and such other insurance as Landlord shall reasonably deem necessary or prudent. Such property insurance required to be provided by Landlord will include an express waiver of subrogation by the insurer in favor of Tenant, and will release Tenant from any claims for damage to any person, to the Building, and to the Premises, and to Landlord's personal property, equipment, improvements and Alterations in or on the Building or the Premises, caused by or resulting from risks which are to be insured against by Landlord under this Lease. Landlord will deliver a certificate of insurance to Tenant prior to the Lease Commencement Date and will provide evidence of renewed insurance coverage at each anniversary, and prior to the expiration of any current policies. All insurance required to be carried by Landlord hereunder shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Tenant before cancellation or change in coverage, scope or limit of any policy. All liability insurance carried by Landlord with respect to the Property will name Tenant and Tenant's designated affiliates as an additional insured. Tenant shall reimburse Landlord for the cost of Landlord's insurance within thirty (30) days following receipt of the invoice for same from Landlord.

10.07 Tenant's Right to Obtain Landlord's Insurance. Notwithstanding anything to the contrary contained in Section 10.06 above, Tenant will have the right, but not the obligation, by providing written notice of such election to Landlord and any mortgagee of the Premises of whom Tenant has been given written notice (and provided that any mortgagee of Landlord reasonably approves such election) at any time and/or from time to time during (but not prior to) the Lease Term, to itself obtain and maintain (at its expense) the property insurance then carried by Landlord pursuant to Section 10.06 above in lieu of Landlord, in which event Landlord shall, during the period that Tenant so elects to obtain and maintain such property insurance, no longer maintain such property insurance described in Section 10.06, and Landlord will not have the right to charge Tenant the cost of such property insurance hereunder. Any such property insurance obtained by Tenant pursuant to this Section 1.07 must be reasonably acceptable to Landlord and any lender of Landlord. If Tenant so elects to obtain and maintain such property insurance, Tenant shall cause Landlord, and any mortgagee of Landlord, if Landlord so requests in writing, to be named as additional insureds and loss payees under such insurance policy(ies), as their interests may appear. Landlord and Tenant agree to reasonably cooperate with each other in order to coordinate the acquisition and maintenance of any such property insurance by Tenant, which may include, without limitation, the execution of any required forms and applications and providing relevant information to Tenant's insurance carrier. In addition, if Tenant so elects to obtain and maintain such property insurance Tenant will be required to obtain such other insurance or increases in coverage that Landlord or its lender reasonably deems prudent. An election by Tenant to obtain insurance pursuant to this Section 10.07 will be effective only upon the expiration of Landlord's then current policy. If Tenant elects to self-insure pursuant to Section 10.05, then for the duration of such self-insurance Tenant shall be deemed to be providing the insurance required to be procured by Landlord under Section 10.06.

11. INDEMNIFICATION AND WAIVER OF CLAIMS

11.01 Waiver. Tenant waives all claims against Landlord for damage to any property in or about the Premises, regardless of cause or time of occurrence, to the extent that such damage is covered by property insurance maintained by Tenant hereunder, or would be covered by the property insurance required to be carried by Tenant hereunder. Landlord waives all claims against Tenant for damage to any property in or about the Premises, regardless of cause or time of occurrence to the extent that such damage is covered by property insurance maintained by Landlord hereunder (or by the property insurance carried by Tenant, if Tenant has elected to maintain, and is maintaining, property insurance in lieu of Landlord as provided in Section 10.07 above), or would be covered by the property insurance required to be carried by Landlord hereunder.

11.02 Indemnity. Subject to Section 11.01 above and to Section 33.10 hereof, Tenant will defend, indemnify and hold Landlord and the other Landlord Indemnitees harmless from and against any and all Claims and Losses arising out of, connected with, or resulting from the negligence or intentional misconduct of Tenant, or any failure of Tenant to comply with the terms and conditions of this Lease; except to the extent, in all cases, that any such Claims and Losses result from the negligence or intentional misconduct of Landlord or any Landlord Party, or any breach of this Lease by Landlord. Subject to Section 11.01 above and to Section 33.10 below, Landlord will defend, indemnify and hold Tenant and the other Tenant Indemnitees harmless from and against any and all Claims and Losses arising out of, connected with, or resulting from the negligence or intentional misconduct of Landlord or any Landlord Party, or any failure of Landlord to comply with the terms and conditions of this Lease; except to the extent, in all cases, that any such Claims and Losses result from the negligence or intentional misconduct of Tenant, or any breach of this Lease by Tenant.

12. REPAIRS

12.01 Tenant Repairs.

A. Tenant shall, at its sole expense, keep and maintain the Premises and every part thereof (except for items that Landlord is responsible for maintaining, as provided herein), including the interior of the Premises, the floor slab, and the surface portions of the parking areas, roads, driveways and sidewalks, including any repaving thereof and the filling of cracks, in good and sanitary order, condition and repair, normal wear and tear and damage by reason of fire or other Casualty (as defined herein) excepted. Notwithstanding the foregoing, Tenant will not be responsible for any maintenance or repairs (I) caused by Landlord's or any Landlord Party's negligent errors or omissions or intentional misconduct (but rather Landlord shall, subject to Section 11.01, be responsible for such maintenance or repair), (II) as a result of the failure of Landlord to perform or observe any conditions or agreements contained in this Lease (but rather Landlord shall, subject to Section 11.01, be responsible for such maintenance or repair), or (III) required of Landlord pursuant to Section 12.03, but in addition to its obligations above Tenant shall, subject to Section 11.01, be responsible for any maintenance or repairs caused by Tenant's or any Tenant Party's negligent errors or omissions or intentional misconduct.

B. Without limiting the generality of the foregoing, Tenant shall, at Tenant's expense, within fifteen (15) days following the date of Substantial Completion obtain and thereafter maintain during the Lease Term a roof maintenance and inspection contract and an HVAC maintenance and inspection contract, both of which must be in form and substance reasonably satisfactory to Landlord. Tenant shall deliver to Landlord copies of such contracts promptly within fifteen (15) days following the date of Substantial Completion and from time to time thereafter upon Landlord's request. If Tenant fails to obtain or maintain such contracts, then Landlord will have the right, upon the delivery of prior notice thereof, to obtain such contracts at Tenant's expense and on Tenant's behalf, and Tenant shall immediately reimburse Landlord for the cost thereof which amounts will constitute Additional Rent due hereunder. In lieu of third party agreements for roof and HVAC maintenance and inspection, Tenant may perform such services with its own personnel pursuant to a schedule and reporting system reviewed and approved by Landlord. Should any inspection of the roof or HVAC system reveal damage or the need for maintenance, repairs or replacements thereof, Tenant shall promptly provide Landlord with written notice thereof. Notwithstanding anything in this Lease to the contrary, Tenant solely will be responsible for any damage, repairs or replacements resulting from (a) the failure of Tenant to maintain the aforementioned roof maintenance and inspection contract and HVAC maintenance and inspection contract and all costs associated therewith, and (b) the failure of Tenant to perform any maintenance or repairs required to be made by Tenant hereunder.

12.02 Changes in Law; Landlord Self Help. If during the Lease Term, any repair or maintenance to the Premises is required as a result of a new Law (or change in an existing Law) that is enacted and first becomes effective after the Lease Commencement Date, Tenant, at its sole expense, shall promptly perform the same. If Tenant fails to perform any maintenance or repair required of it as and when required under this Lease, and such failure continues for thirty (30) days after notice from Landlord (provided, that in the event of an emergency or hazardous condition that present an imminent risk of injury to person or material property damage, Landlord will only be required to provide such notice (prior or subsequent) as is reasonable under the circumstances), then, unless such maintenance or repair work cannot reasonably be completed within such thirty (30) day period but Tenant commences such work within such period and diligently pursues the same to completion thereafter, Landlord will have the right (but not the obligation) to perform such maintenance or repair on Tenant's account, in which event Tenant will reimburse Landlord for the reasonable costs incurred by Landlord in connection therewith within thirty (30) days after Tenant's receipt of an invoice therefor from Landlord. If Landlord exercises its self-help rights under the preceding sentence of this Section 12.02 without providing Tenant the thirty (30) day cure period described therein due to what Landlord believes to be an emergency or hazardous condition, and it is thereafter determined that either (i) an emergency or hazardous condition did not, in fact, exist or (ii) Landlord did not provide Tenant with such notice and opportunity to cure as was reasonably practicable under the circumstances, then Tenant will not be responsible for reimbursing

Landlord for any costs or expenses in connection with the exercise of such self-help rights that could reasonably have been avoided by Tenant had Landlord provided Tenant with the thirty (30) day cure period provided in the preceding sentence or such notice and opportunity to cure as was reasonably practicable under the circumstances.

12.03 Landlord Repairs. Except to the extent such items are the responsibility of Tenant as set forth in Section 12.01, Landlord shall maintain in good condition, reasonable wear and tear and damage by Casualty or condemnation excepted, and repair and replace if required by this Section 12.03 or the other provisions of this Lease, above, as necessary:

- (a) the footings, foundations, structural supports and structural components of the Building for the life of the Lease;
- (b) the roof and roof membrane (including maintaining the roof in a watertight condition), but only for the period of any written warranties relating thereto issued in connection with the original construction of the Building;
- (c) the structural portions of the parking areas, roads, driveways and sidewalks, underground utilities to the point of connection to the Building for a period of five (5) years from the Lease Commencement Date;
- (d) the components of Building systems required during the Lease Term in order to continue to operate at the level of performance contemplated by the Landlord Work Plans and Specifications, but only for the period of any written warranties relating thereto issued in connection with the original construction of the Building;

except that Landlord will not be responsible for any maintenance or repairs provided herein (I) caused by Tenant's misuse of the Premises, or Tenant's negligent errors or omissions or intentional misconduct, (II) as a result of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease (but rather Tenant shall, subject to Section 11.01, be responsible for such maintenance or repair), (III) required of Tenant pursuant to Section 12.01, or (IV) caused by Casualty, it being agreed that the provisions of Article 15 govern the parties' respective rights and obligations regarding Casualties. Landlord shall cause Landlord Repairs to be performed with reasonable commercial diligence, and, except in the case of an emergency or hazardous condition, Landlord shall cause Landlord Repairs to be done outside of Tenant's regular business hours if the performance thereof shall materially interfere with or disrupt the normal business activities of Tenant at the Premises. Notwithstanding anything to the contrary in the foregoing or the other provisions of this Lease, if any maintenance or repairs are required which are the responsibility of Landlord as provided above, then Landlord's liability to Tenant will be limited to the cost of performing such maintenance and repairs; and in no event shall Landlord be liable to Tenant or any third party (including, without limitation, the provider of any applicable insurance coverage) for any loss, damage or expense suffered or incurred by them resulting from, or attributable to, the need for and making of such maintenance or repairs, including, without limitation, damage to Tenant's personal property or fixtures, damage caused by the elements (*e.g.*, rain, snow, ice or wind), losses caused by any interruption of business operations within the Premises or other direct or indirect, actual or consequential, damages.

12.04 No Limitation. Nothing contained in this Article 12 shall in any way limit or otherwise affect: (i) Landlord's obligation to perform the Landlord Work as required under this Lease, the Landlord Plans and Specifications and the Workletter, or (ii) Landlord's warranty obligations set forth in Article 2 hereof.

12.05 Not Applicable to Casualty. The terms of this Article 12 shall not apply to any loss or damage caused to the Premises by reason of fire or other Casualty, it being acknowledged that any such loss or damage is addressed in Article 15 below.

13. SIGNS AND LANDSCAPING

13.01 Tenant may install: (i) any sign bearing Tenant's name and/or logo or logo-type, (ii) directional and safety signage at the Premises, and/or (iii) any signage within the Premises (as opposed to the exterior portions of the Premises), without Landlord's approval, so long as the same comply with applicable Laws and the terms of Article 9 of the Lease. The installation of any other exterior signage by Tenant at the Premises shall require Landlord's prior approval, which will not be unreasonably withheld or delayed. Upon the expiration or sooner termination of this Lease, Tenant shall, at Tenant's sole cost, remove all signage bearing Tenant's name, and/or logo or logo-type, and repair any damage resulting therefrom. Tenant shall not modify or remove any exterior signage installed by Landlord.

13.02 Tenant will be responsible for maintenance and upkeep of all landscaping at the exterior of the Premises in good and attractive condition, and in compliance with all Requirements. Tenant shall also be responsible for routine maintenance and repair of the private roads, driveways and parking areas on the Premises, including snow removal when necessary and regular trash removal.

14. ENTRY BY LANDLORD

14.01 Tenant will permit Landlord and Landlord's agents to enter the Premises at reasonable times for the purpose of inspecting the same, or for the purpose of performing Landlord Repairs (including the erection and maintenance of such scaffolding, canopies, fences and props as may be required therefor), or for the purpose of showing the Premises to prospective tenants during the last twelve months of the Lease Term and for showing the Premises to prospective purchasers, lenders and investors, without any rebate of rents and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned; all without material interference to Tenant, and upon at least 24 hours advance notice to Tenant (except for any Landlord Repairs required as a result of an emergency or hazardous condition). Tenant may accompany Landlord in connection with any entry into the Premises by Landlord.

15. DESTRUCTION

15.01 Termination Rights. In the case of total destruction of the Premises or Building, or damage or destruction to any portion of the Premises substantially interfering with Tenant's use of the Premises (including access to and from the Premises), whether by fire or other casualty (each a "**Casualty**"), and so long as such Casualty is not caused by Tenant, Tenant may terminate this Lease if the repair or reconstruction of such damaged portion of the Premises or Building would take longer than 360-days to complete from the date on which such damage or destruction occurred, as determined by a reputable, independent architect selected by Landlord (and reasonably acceptable to Tenant), which right must be exercised by Tenant within thirty (30) days after receipt of Landlord's architect's determination. Landlord shall cause such architect's written determination to be delivered to Tenant as promptly as possible after the occurrence of such damage or destruction, but in no event later than forty-five (45) days after the occurrence of such damage or destruction. If Landlord provides such determination within such forty-five (45) day period, and such determination states that the damage or destruction in question can be repaired and restored within such 360-day period (subject to the adjustment of any insurance claims and Unavoidable Delays, it being agreed that, for the purposes of this Article 15, should it take more than thirty (30) days from the occurrence of a Casualty to adjust any insurance claim with respect to such Casualty, every day beyond such thirty (30) day period will constitute a day of Unavoidable Delay), and

if Landlord proceeds to and does repair such damage within such 360-day period, this Lease shall not terminate, but shall continue in full force and effect. If this Lease is terminated pursuant to this Article 15, Rent will be prorated as of the date of termination, and all rights and obligations hereunder shall cease and terminate (other than obligations which survive termination of this Lease). If Landlord fails to complete such repair and restoration work within such 360-day period (as such period will be extended by Unavoidable Delays and the settlement of all insurance claims relating to the Casualty), then Tenant shall again have the right to terminate this Lease by providing written notice thereof to Landlord, within sixty (60) days after the expiration of said 360-day period if the restoration has not occurred during such sixty (60) day period.

15.02 Repair. If the Premises or Building are damaged by a Casualty, and this Lease is not terminated as provided in Section 15.01 above, Landlord shall, at Landlord's sole cost and expense, repair and restore the same as promptly as possible to substantially the condition existing prior to the Casualty, except for modifications required by zoning and building codes and other Laws and other Requirements then in effect. Landlord shall not, however, be responsible for repairing or replacing any of Tenant's property, or Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings or equipment.

15.03 Abatement. During any period that the Premises (or any portion thereof) is unusable by Tenant for the conduct of its business by reason of a Casualty, Tenant will be entitled to a reduction in Rent in an amount equal to that proportion of the Rent which the number of square feet of Rentable Area in such unusable portion of the Premises bears to the total number of square feet of Rentable Area in the Premises. Tenant shall use commercially reasonable efforts to mitigate any such unusability of the Premises (but without obligating Tenant to undertake any repair or restoration work for which Landlord is responsible pursuant to this Article 15).

15.04 Insurance. All insurance proceeds payable under any property, fire, and/or rental insurance of Landlord will be payable solely to Landlord and Tenant will have no interest therein. All insurance proceeds payable under any property, fire, and/or business interruption insurance policy of Tenant will be payable solely to Tenant and Landlord will have no interest therein; provided, that in the event that Tenant has elected to obtain and maintain the property insurance to be carried by Landlord under Section 10.06 hereof, as provided in Section 10.07 above, with respect to any portion of the Lease Term, then Landlord will have the right, as an additional insured and loss payee as provided in such property insurance policy, to receive the proceeds thereof as permitted under such policy with respect to loss or damage occurring within such portion of the Lease Term that Tenant so maintains such property insurance (but, for clarity, such rights of Landlord shall not extend to any property insurance maintained by Tenant pursuant to Section 10.02 above), and Tenant shall make such assignment of rights or take such other reasonable action necessary to cause such proceeds to be paid to Landlord (or a mortgagee of Landlord, if so directed in writing by Landlord).

16. ASSIGNMENT, SUBLETTING AND TRANSFERS OF OWNERSHIP

16.01 Generally. Tenant shall not, without Landlord's prior written consent, assign, mortgage or otherwise transfer all or any part of Tenant's leasehold estate, and/or sublet the Premises or any portion thereof to any other person or entity, or otherwise permit the use and/or occupancy of the Premises or any portion thereof by any person or entity other than Tenant (collectively called "**Transfer**"). Notwithstanding the foregoing, the parties contemplate that Tenant will sublease a portion of the Premises to a nonprofit organization selected and approved by Landlord that will conduct equine therapy and equine-related health services (the "**Health Services Tenant**") within the portion of the Premises shown on Exhibit E attached hereto (the "**Sublease Space**"). Tenant hereby agrees to enter into such a sublease with the Health Services Tenant on terms reasonably acceptable to Tenant with respect to maintaining security for the space occupied by Tenant (and for Tenant's property) and to the sharing of any space

within the Premises. Tenant shall not charge the Health Services Tenant any rent in connection with such sublease, but may allocate to the Health Service Tenant its proportionate share of the Additional Rent payable by Tenant hereunder. The Health Services Tenant shall not be subject to the requirements of Section 16.02, below; provided, however, that the sublease agreement between Tenant and the Health Services Tenant shall be subject to the prior approval of Landlord, which shall not be unreasonably withheld.

16.02 Consent of Landlord. Within thirty (30) days after Landlord's receipt from Tenant of a request for Landlord's consent to a proposed assignment or sublease requiring Landlord's consent hereunder, Landlord will have the following options: (a) to consent to such proposed assignment or subletting; or (b) to refuse to consent to such assignment or subletting, it being agreed that any such refusal of consent may be premised upon Landlord's concerns regarding the loss or impairment of Landlord's tax exempt status or the loss of the tax exempt status of the Premises. If Landlord fails to notify Tenant within such thirty (30) Business Day period whether Landlord will consent or refuse to consent to a proposed assignment or sublease, then Landlord will be conclusively deemed to have consented to such proposed assignment or sublease. Tenant shall reimburse Landlord for any expenses incurred by Landlord in reviewing, and approving or denying, any request by Tenant for permission to sublease or assign the Premises or any portion thereof. Tenant's written request to Landlord shall contain the following information in order to be valid:

- (a) The name, contact person, address, telephone and facsimile number of the proposed sublessee or assignee;
- (b) a description of the portion of the Premises to be subleased and any Alterations to be made in connection therewith;
- (c) a description of any Alterations to be made by the assignee;
- (d) a description of the proposed activities by the proposed sublessee or assignee to be performed at the Premises and evidence that the same will comply with this Lease, all applicable zoning regulations and all matters of record;
- (e) financial or other credit information regarding the proposed sublessee or assignee in reasonably sufficient detail and scope to evidence the satisfaction of any conditions imposed by Landlord in consenting to such sublease or assignment;
- (f) a description of the material business terms of the sublease or assignment; and
- (g) such other information as Landlord may reasonably request with respect to any particular sublease or assignment.

If Landlord consents to the same, then the proposed sublessee or assignee shall execute such documents as may be reasonably required by Landlord to evidence its obligations to be bound by and be subject to the terms of this Lease or to satisfy any other conditions imposed by Landlord in granting such consent. Tenant will be responsible for and shall pay all brokerage commissions and expenses incurred in connection with any subletting of the Premises or assignment of the Lease.

16.03 No Release. No Transfer or Permitted Transfer shall relieve Tenant (or any transferee of Tenant) from primary liability under the terms of this Lease.

16.04 Default. Any Transfer which is contrary to the provisions of this Lease will be null and void, of no further force or effect, and will constitute a Default by Tenant hereunder. If a monetary Default under this Lease should occur while the Premises or any part of the Premises are assigned, sublet or otherwise transferred, Landlord, in addition to any other remedies provided for within this Lease or by law, may at its option collect directly from the transferee all rent or other consideration becoming due to Tenant under the Transfer and apply these monies against any sums due to Landlord by Tenant; and Tenant authorizes and directs any transferee to make payments of rent or other consideration direct to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any transferee should be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations in connection with this Lease.

16.05 Separate Utilities. In contemplation of the sublease to the Health Services Tenant, Landlord shall install separate electric and gas meters and water check valves for the Sublease Space so as to enable the Health Services Tenant to contract directly for utility services to the Sublease Space and assist Tenant with the allocation of Additional Rent to the Sublease Space.

17. BREACH BY TENANT

17.01 Tenant will be in “**Default**” under this Lease if at any time during the Lease Term (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal which have or might have the effect of preventing Tenant from complying with the terms of this Lease):

A. Tenant fails to make payment of any installment of Base Rent or Additional Rent when due, and such failure continues for ten (10) Business Days after written notice thereof from Landlord; or

B. Tenant fails to make payment of any other amount due hereunder when and as required, and such failure continues for fifteen (15) Business Days after written notice thereof from Landlord; or

C. Tenant fails to observe or perform any of its other covenants, agreements or obligations hereunder, and such failure is not cured within thirty (30) days after Landlord’s written notice to Tenant of such failure; provided, however, that if the nature of Tenant’s obligation is such that more than thirty (30) days are required for performance, then Tenant will not be in Default if Tenant commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion;

D. Tenant becomes insolvent, makes a transfer for the benefit of its creditors, is the subject of a bankruptcy petition, is adjudged bankrupt or insolvent in proceedings filed against Tenant (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days), a receiver, trustee, or custodian is appointed for all or substantially all of Tenant’s assets where possession is not restored to Tenant within ninety (90) days, or performs any acts of bankruptcy or insolvency; or

18. REMEDIES OF LANDLORD

18.01 Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a Default by Tenant hereunder; provided, however, that the failure of Landlord to use such efforts shall not release Tenant of any obligation hereunder. No such mitigation of damages by Landlord will constitute a waiver of any Default by Tenant hereunder, nor shall anything in this Section adversely affect

Landlord's right, as in this Lease elsewhere provided, to indemnification against liability for injury or damages to persons or property occurring prior to a termination of this Lease.

18.02 All cure periods provided herein shall run concurrently with any periods provided at Law (but nothing contained in the foregoing will be deemed to limit the notice and cure rights to which Tenant is entitled under this Lease).

18.03 During the continuance of a Default, as designated hereinabove, in addition to any other rights or remedies provided for herein or at law or in equity, Landlord, at its sole option, will have the following rights:

A. The right to declare the Lease Term ended and reenter the Premises and take possession thereof (with process of law), and to terminate all of the rights of Tenant in and to the Premises.

B. The right, without declaring the Lease Term ended, to reenter the Premises and to occupy the same (with process of law), or any portion thereof, for and on account of the Tenant as hereinafter provided, and Tenant will be liable for and pay to Landlord on demand all such reasonable expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including reasonable costs, expenses, attorneys' fees and expenditures placing the same in good order, and all other reasonable expenses, commissions and charges paid by the Landlord in connection with reletting the Premises (but not including costs and expenses relating to the construction or installation of new or additional alterations and/or improvements to the Premises). Any such reletting may be for the remainder of the Lease Term or for a longer or shorter period. Such reletting will be for such rent and on such other terms and conditions as Landlord, in its sole discretion, deems appropriate. Landlord may assume Tenant's interest in any existing subleases to any tenant of the Premises, as Landlord may see fit, and Tenant will have no right or authority whatsoever to collect any rent from such subtenants of the Premises. In any case, and whether or not the Premises or any part thereof is relet, Tenant, until the end of the Lease Term will be liable to Landlord for an amount equal to the amount due as Rent hereunder, less net proceeds, if any, of any reletting effected for the account of Tenant. Landlord reserves the right to bring such actions for the recovery of any deficits remaining unpaid by the Tenant to the Landlord hereunder as Landlord may deem advisable from time to time without being obligated to await the end of the Lease Term. Commencement of maintenance of one or more actions by the Landlord in this connection shall not bar the Landlord from bringing any subsequent actions for further accruals. In no event shall Tenant be entitled to any excess rent received by Landlord over and above that which Tenant is obligated to pay hereunder; or

C. The right, even though it may have relet all or any portion of the Premises in accordance with the provisions of subsection B above, to thereafter at any time elect to terminate this Lease for such Default on the part of the Tenant, and to terminate all the rights of Tenant in and to the Premises.

18.04 Pursuant to the rights of re-entry provided above, Landlord may, in each case with process of law, remove all persons from the Premises and may, but will not be obligated to, remove all property therefrom, and may, but will not be obligated to, enforce any rights Landlord may have against said property or store the same in any public or private warehouse or any other reasonably secure location at the cost and for the account of Tenant or the owner or owners thereof. Tenant agrees to hold Landlord free and harmless from any liability whatsoever for the removal and/or storage of any such property, whether of Tenant or any third party whomsoever. Such action by the Landlord will not be deemed to have terminated this Lease.

18.05 In the event of a termination of this Lease by reason of a Default by Tenant, Landlord may recover from Tenant, in addition to any other remedies permitted at law or in equity (but subject to any limitations on such other remedies expressly set forth herein):

A. The worth, at the time of the award, of the unpaid Base Rents and Additional Rents which had been earned at the time this Lease is terminated.

B. The worth, at the time of the award, of the amount by which the unpaid Base Rents and Additional Rents which would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rents that Tenant proves could be reasonably avoided;

C. The present value of any unpaid Rent which would have accrued after the time of award during the balance of the Lease Term, less the present value of the then current market rental value of the Premises for such period, after deduction from the said current market rental value of the Premises, a pro-rata portion of which amount will be due and payable in equal monthly installments commencing on the first day of the month immediately following the termination of this Lease, and continuing for the balance of the then current Lease Term (it being agreed that the Rent due hereunder will not be subject to acceleration by Landlord). Present value will be computed on the basis of a discount rate equal to the then-current yield on United States Treasury obligations at the time of such computation as reported in the Wall Street Journal or similar financial publication having a maturity approximately equal to the remainder of the Term as reasonably determined by Landlord; and

D. Any other amount, and court costs, necessary to compensate Landlord for all reasonable costs incurred as a result of such Default (but not including any costs or expenses relating to the construction or installation of new or additional alterations and/or improvements to the Premises). Such costs may include, without limitation (subject to the parenthetical at the end of the immediately preceding sentence), (i) reasonable expenses for cleaning, repairing or restoring the Premises, (ii) reasonable brokers' fees and commissions, advertising costs and other reasonable expenses of reletting the Premises, (iii) reasonable costs of carrying the Premises such as taxes, insurance premiums, utilities and security precautions, (iv) reasonable expenses of retaking possession of the Premises, and (v) reasonable attorneys' fees and court costs.

18.06 In any action brought by the Landlord to enforce any of its rights under or arising from this Lease as a result of a Default by Tenant, Landlord will be entitled to receive its reasonable costs and legal expenses including reasonable attorneys' fees, but only to the extent that Landlord prevails in the determination that any such Default by Tenant shall in fact have occurred.

18.07 The waiver by Landlord of any Default of Tenant hereunder will not be a waiver of any preceding or subsequent breach of the same or any other term. Acceptance of any Rent payment will not be construed to be a waiver of the Landlord of any preceding breach of the Tenant.

18.08 Any amounts owed by Tenant under the terms of this Lease, other than Base Rent and Additional Rent (which are governed by Section 3.02 hereof) which are not paid when due, and remain unpaid after ten (10) Business Days written notice from Landlord that the same are past due, will bear interest at the Default Rate (unless otherwise stated herein) from the day immediately subsequent to said ten (10) Business Day period until paid.

18.09 Notwithstanding anything to the contrary contained in this Lease, Landlord does hereby fully and forever waive and release any and all rights and interests (whether previously or now existing, or arising in the future) in and to any lien (whether possessory, statutory or otherwise, and including any

rights of levy or distraint for rent) on, against or with respect to any assets, trade fixtures, equipment or other property of Tenant and/or any other person or entity which may, from time to time, have any such assets, trade fixtures, equipment or other property located at the Property. Landlord agrees that it will, from time to time upon Tenant's request, execute and deliver to Tenant such documents and instruments as Tenant may reasonably request, in form and substance reasonably acceptable to Landlord, in order to confirm that Landlord has no lien or lien rights with respect to any such assets, trade fixtures, equipment or other property of Tenant (or of any such other person or entity described in the preceding sentence).

18.10 Landlord will have the right (but will not be required) to perform any obligation that Tenant fails to perform under this Lease after thirty (30) days written notice from Landlord; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then Landlord will not have the right to perform such obligation of Tenant if Tenant commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; and provided further that in the event that any failure of Tenant to perform its obligations hereunder would result in an emergency that presents an imminent risk of injury to person or property damage or failure of Tenant to obtain and maintain the insurance required of Tenant pursuant to this Lease, then Landlord will only be required to provide such notice thereof to Tenant as is practical under the circumstances prior to performing such obligation of Tenant. Tenant shall reimburse Landlord for any reasonable, out-of-pocket costs incurred by Landlord pursuant to the preceding sentence as Additional Rent within thirty (30) days after receipt of written notice thereof; provided, that in the event that Landlord exercises its self-help rights under the preceding sentence of this Section 18.10 without providing Tenant the thirty (30) day cure period described therein due to what Landlord believes to be an emergency, and it is thereafter either (i) determined that an emergency did not in fact exist or (ii) Landlord did not provide Tenant with such notice and opportunity to cure as was reasonably practicable under the circumstances, then Tenant will not be responsible for reimbursing Landlord for any costs or expenses in connection with the exercise of such self-help rights that could reasonably have been avoided by Tenant had Landlord provided Tenant with the thirty (30) day cure period provided in the preceding sentence or such notice and cure period as was reasonably practicable under the circumstances. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them will be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by law.

19. SURRENDER OF LEASE NOT MERGER

19.01 The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, will not work a merger of this Lease.

20. CONDEMNATION

20.01 If (x) any portion of the Premises, the absence of which would materially and adversely interfere with Tenant's use and occupancy of the Premises (including, without limitation, the flow of traffic within the Premises and/or the security of the Premises), or (y) all reasonable means of access to or from the Premises, is taken for any public or quasi-public purpose by any lawful government power or authority, by exercise of the right of appropriation, reverse condemnation, condemnation or eminent domain, or sold to prevent such taking, Landlord or Tenant may at their respective options terminate this Lease by notifying the non-terminating party of such election in writing within twenty (20) days after such party receives notice of such taking, which termination will be effective as of the date of the taking. If 30% or more of the area of the Building is so taken, then either Tenant or Landlord may terminate this Lease by notifying the other of such election in writing within twenty (20) days after receiving notice of such taking, which termination will be effected as of the date of the taking. Tenant will not because of such taking assert any claim against the Landlord or the taking authority for any compensation because of

such taking, and Landlord will be entitled to receive the entire amount of any award without deduction for any estate of interest of Tenant; provided, that Tenant may file any claim available to Tenant under applicable Law for any taking of any leasehold improvements paid for by Tenant and of any trade fixtures and personal property of Tenant (or any other person or entity for whom Tenant is storing any such trade fixtures or personal property), for interruption in Tenant's business, and/or for moving and relocation expenses, fees of consultants, brokers, attorneys and other professionals incurred by Tenant in connection with moving to another location. If this Lease is not terminated in connection with any such taking or condemnation, Landlord will promptly proceed to restore the Premises to substantially its same condition prior to such taking or condemnation, allowing for any reasonable effects of such taking, and to the extent Tenant's use of the Premises is materially diminished by such taking or condemnation then a proportionate abatement based on the Tenant's loss of use will be made to Tenant for the Rent corresponding to the time during which Tenant is deprived on account of such taking and restoration; provided, that Landlord will not be obligated to undertake any such restoration to the extent that the cost of such restoration would exceed the proceeds made available for such purposes, except to the extent that Tenant shall pay any such shortfall.

21. ESTOPPEL CERTIFICATE

21.01 Tenant Estoppel. Tenant will execute and deliver to Landlord, within thirty (30) Business Days of Landlord's written demand, a statement in writing certifying, to the extent true, that this Lease is in full force and effect, and that the Base Rent and Additional Rent payable hereunder is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and the date to which rent and other charges are paid, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying such defaults if they are claimed and such other matters as Landlord may reasonably request. Any such statement may be conclusively relied upon by any prospective purchaser, donor or lender with respect to the Premises. In no event shall Tenant be required to execute or deliver any such statement which would modify or amend any of the terms or provisions of this Lease.

21.02 Landlord Estoppel. Landlord will execute and deliver to Tenant, within thirty (30) Business Days of Tenant's written demand, a statement in writing certifying, to the extent true, that this Lease is in full force and effect, and that the Base Rent and Additional Rent payable hereunder is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and the date to which rent and other charges are paid, if any, and acknowledging that there are not, to Landlord's knowledge, any uncured defaults on the part of Tenant hereunder or specifying such defaults if they are claimed and such other matters as Tenant may reasonably request. Any such statement may be conclusively relied upon by any prospective subtenant, assignee or lender of Tenant. In no event shall Landlord be required to execute or deliver any such statement which would modify or amend any of the terms or provisions of this Lease.

22. SALE; ENCUMBRANCE BY LANDLORD

22.01 Nothing contained in this Lease will be deemed in any way to limit or restrict or otherwise affect Landlord's absolute right at any time to convey its interest in the Premises, except as set forth in this Section 22.01. In the event of a sale or conveyance by Landlord of the Premises the same shall, provided that the purchaser or buyer agrees in writing to assume all of Landlord's obligations and liabilities hereunder, operate to release and relieve the transferor from any liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease will not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

22.02 Landlord will have the right at any time and from time to time to place one or more mortgages on all or any part of the Premises and to assign the Rents as further collateral for any such “mortgage” loan. If Tenant is required under this Lease to make any policies of insurance payable to a mortgagee, then such requirement shall apply to any mortgagee as to which Landlord gives Tenant notice.

23. NOTICES

23.01 All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other will be in writing and will be considered sufficiently given and served upon the other party if sent by certified or registered mail, return receipt requested, postage prepaid, delivered personally, or by a national overnight delivery service and addressed as indicated in Sections 1.03 and 1.04. All notices will be effective upon receipt (or refusal of receipt) thereof. Any party may change its address for notices (or add or subtract addresses for notices) under this Lease from time to time by written notice thereof given to the other party as above provided.

24. WAIVER

24.01 The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of the Lease will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Lease be deemed a waiver by such party of its remedies or rights with respect to such a breach.

25. HOLDOVER

25.01 If Tenant does not surrender the Premises to Landlord at the expiration date of the Lease Term, such continuance of possession by Tenant will be deemed to be a month-to-month tenancy at the sufferance of Landlord terminable on thirty (30) day notice at any time by either party. All provisions of this Lease, except those pertaining to term and Base Rent, will apply to the month-to-month tenancy. Tenant will pay a new Base Rent in an amount equal to 110% of the Base Rent payable for the last full calendar month during the Lease Term thereafter. Nothing contained in this Article 25 will be deemed to prevent Landlord from pursuing a forcible entry and detainer action in accordance with applicable law in the event of a holdover by Tenant hereunder.

26. DEFAULT OF LANDLORD/LIMITATION OF LIABILITY

26.01 Generally. In the event of any default by Landlord hereunder, Tenant may give notice of such default to Landlord at Landlord’s Notice Address as stated in Section 1.04 and Landlord will have: (i) ten (10) Business Days to cure such default, in the case of a monetary default by Landlord, or (ii) thirty (30) days to cure such default, in the case of a non-monetary default by Landlord; provided, however, that if the nature of such non-monetary default is such that more than thirty (30) days are required to cure the same, then Landlord will not be in default if (a) Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion, or (b) provides written notice disputing the existence of any such default, in which event the parties shall submit such dispute to arbitration pursuant to the terms of Section 26.04. In the event of any actual or alleged failure, breach or default hereunder by Landlord, Tenant’s sole and exclusive remedy will be against Landlord’s interest in the Property and the rents, issues, profits and proceeds thereof. Notwithstanding anything to the contrary in this Lease, no director, officer, employee, manager, member, partner, shareholder or agent of Landlord will be sued, be subject to service or process, or have a judgment obtained against him in connection with any alleged breach or default, and no writ of execution will be levied against the assets of any director,

officer, employee, manager, member, partner, shareholder, officer or agent of Landlord. Neither Landlord nor any of its employees, owners, agents or contractors, will be liable to Tenant or its employees, agents, contractors or invitees for injury or damage to persons or property caused by the theft, vandalism or other criminal or tortious conduct of others (except for Landlord) and Tenant hereby acknowledges that Tenant's occupancy of the Premises and use of the same is at Tenant's own risk.

26.02 Intentionally Left Blank.

26.03 No Waiver. The waiver by Tenant of any breach or default by Landlord hereunder will not be a waiver of any preceding or subsequent breach or default of the same or any other term. Acceptance of any payment by Tenant from Landlord will not be construed to be a waiver of the Tenant of any preceding breach or default of the Landlord.

26.04 Arbitration Except with respect to actions for the nonpayment of Rent, all disputes between Landlord and Tenant under this Lease will be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in the Milwaukee metropolitan area by a panel of three (3) arbitrators, one (1) of whom is an unaffiliated person selected by Landlord, the second is an unaffiliated person selected by Tenant and the third is selected by the two (2) designated arbitrators. Each party will have fifteen (15) days after the notice of the intent to arbitrate to designate their arbitrator and the arbitrators selected will have ten (10) days to designate the third arbitrator. A hearing and the resulting decision must take place within forty-five (45) days of the appointment of the third arbitrator.

27. SUBORDINATION

27.01 At the election of Landlord or any mortgagee with a lien on the Property (a "**Mortgage**"), and provided that Landlord and such mortgagee shall execute and deliver to Tenant a subordination and non-disturbance agreement substantially in the form of Exhibit "D" hereto, with such modifications thereto as may be reasonably acceptable to Tenant, ("**SNDA**"), this Lease will be subject and subordinate at all times to the lien of the Mortgage of such mortgagee (whether now existing or hereafter executed). If any Mortgage is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant will, notwithstanding any subordination, attorn to and become the tenant of the successor in interest to Landlord, provided that such successor in interest has executed an SNDA. Tenant covenants and agrees to execute and deliver to Landlord an SNDA if requested by Landlord or its ground lessor, mortgagee or beneficiary under a deed of trust within ten (10) Business Days after written request therefor.

28. GOVERNING LAW

28.01 This Lease is governed by and construed in accordance with the laws of the State of Wisconsin.

29. NEGOTIATED TERMS

29.01 This Lease is the result of the negotiations of the parties and has been agreed to by both Landlord and Tenant after prolonged discussion.

30. SEVERABILITY

30.01 If any provision of this Lease is found to be unenforceable, all other provisions shall remain in full force and effect.

31. BROKERS

31.01 Each party represents and warrants to the other that it has had no dealings with any broker or agent in connection with this Lease.

32. QUIET POSSESSION

32.01 Tenant, provided it is not in Default hereunder, may quietly have, hold and enjoy the Premises during the Lease Term without disturbance from Landlord or from any other person or entity claiming by, through or under Landlord.

33. MISCELLANEOUS PROVISIONS

33.01 Multiple Parties. Whenever the singular number is used in this Lease and when required by the context, the same will include the plural, and the masculine gender will include the feminine and neuter genders, and the word "person" will include corporation, firm, partnership, or association.

33.02 Captions. The headings or titles to paragraphs and sections of this Lease are not a part of this Lease and will have no effect upon the construction or interpretation of any part of this Lease.

33.03 Entire Agreement. This instrument, including the exhibits and attachments hereto, contains all of the agreements and conditions made between the parties to this Lease with respect to the subject matter hereof.

33.04 Time. Time is of the essence of each term and provision of this Lease.

33.05 Successors Bound. The terms and provisions of this Lease are binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

33.06 Interpretational Rule. For purposes of this Lease, whenever the words "include," "includes," "including," "e.g.," or "for example" are used, they will be deemed to be followed by the words "without limitation" (to the extent that such words do not, in fact, so follow).

33.07 Intentionally Left Blank.

33.08 Unavoidable Delay.

A. Generally. Whenever a day is appointed herein on which, or a period of time is appointed in which, either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof will be extended by a period of time equal to the number of days on or during which such party is prevented from, or is reasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, labor disputes, civil commotion, war, warlike operation or conditions, sabotage, embargo, terrorist attack, riots or public insurrection, litigation, unforeseen subsurface conditions, including, without limitation, the presence of Hazardous Materials, unfavorable soil conditions, rock and the like, legal requirements, governmental actions, inactions (including delays in the issuance of permits, licenses and approvals required for the construction described herein), regulations or control, fire or other Casualty, shortages or inability to obtain materials or equipment, or to obtain fuel or energy, adverse weather conditions or other acts of God, or other causes beyond such party's reasonable control ("**Unavoidable Delays**"); provided, however, that nothing contained herein shall excuse either party hereto from payment of any amount or charge required of it hereunder.

B. Notice of Unavoidable Delay; Mitigation. It will be a condition of a party's right to claim delay by Unavoidable Delay that that party seeking to be excused from performing (the "**Excused Party**") notify the other party in writing thereof. If such notice of the Excused Party is given within five (5) Business Days after the Excused Party has actual knowledge of a delay by Unavoidable Delay, then such delay shall relate back to the actual commencement of such delay; but if the Excused Party fails to notify the other party of any such delay within the foregoing five (5) Business Day period, then the delay will be deemed to commence upon the date of any such notification. The Excused Party shall also provide written notice of the estimated length of any applicable delay as promptly as is reasonably practicable after its determination of the estimated length of delay. In each and every case of delay, the Excused Party shall take reasonable measures to mitigate, and shall use commercially reasonable efforts to cause its contractors (if applicable) to mitigate, the extent of delay caused by any delay (which shall, if the other party so requests, include the use of overtime labor), except, however, that to the extent that the Excused Party would be required to bear any additional costs (which may include the use of overtime labor, if necessary) in order to mitigate such delay or costs, the Excused Party will be obligated to take such measures only if the other party has agreed in advance, in a form reasonably acceptable to the Excused Party, to pay such additional costs. If the parties cannot agree as to the extent of actual delay caused by Unavoidable Delay, then either party may submit the issue for resolution pursuant to Section 26.04.

33.09 Counterparts. This Lease may be executed in any number of counterparts, each of which will constitute an original hereof, and all of which, taken together, will constitute one and the same agreement.

33.10 No Consequential Damages. Notwithstanding anything to the contrary contained in this Lease, in no event shall either party hereto be liable for, and each party, on behalf of itself and (in the case of Tenant) the Tenant Parties and Tenant Indemnitees, and (in the case of Landlord) the Landlord Parties and Landlord Indemnitees, and their respective successors and assigns, hereby waives any claim against the other for, any consequential or punitive damages (including loss of profits or business opportunity) arising under or in connection with this Lease.

33.11 Consents. When this Lease provides that a party's consent or approval will not be "unreasonably withheld," the phrase will be deemed to include "conditioned or delayed." Wherever in this Lease either Landlord's or Tenant's consent or approval is required, Landlord and Tenant each hereby acknowledges its duty to act in each such case consistent with a covenant of good faith and fair dealing, except where such party is expressly granted the right hereunder to act in its sole discretion.

33.11 Amendments. This Lease will not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant.

33.12 Authority. The undersigned representatives of Landlord and Tenant each represent and warrant, respectively, that such persons have been duly authorized and directed to execute and deliver this Lease on behalf of the party for which such person purports to be acting and that this Lease constitutes the legal, valid and binding obligations of such parties

33.13 Relationship of Parties. Landlord shall not, by virtue of the execution of this Lease or the leasing of the Premises to Tenant, become or be deemed a partner of Tenant in the conduct of Tenant's business on the Premises or otherwise.

33.14 Severability. In the event any provision of this Lease is found to be unenforceable, the remainder of the Lease will not be affected, and any provision found to be invalid will be enforceable to the extent permitted by law.

33.15 Volunteer Opportunities. Tenant is aware that the Milwaukee Rotary Club provided a significant grant to Landlord to help defray the costs of developing the Premises, and that members of the Rotary Club are interested in providing volunteer services for projects that are supported financially by the Rotary Club. Accordingly, in connection with Tenant's community outreach and related activities at the Premises, Tenant agrees to affirmatively reach out to and inform the Rotary Club of volunteer opportunities available at the Premises.

34. EXHIBITS

34.01 Exhibits "A-1", "A-2", "B", "C", "D", "E" and "F" are attached hereto and made a part hereof.

35. MEMORANDUM OF LEASE

35.01 Concurrently with the execution and delivery of this Lease, Landlord and Tenant shall execute and deliver a recordable memorandum or short form of this Lease, in form and substance reasonably acceptable to Landlord and Tenant. Tenant may record any such memorandum or short form of this Lease against the Property at its sole cost and expense. If any such memorandum or short form of this Lease is so recorded, then, within ten (10) days following the end of the Lease Term, Landlord and Tenant shall enter into such documentation as may be reasonably required to remove the same of record.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE FOR
STABLE LEASE

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

Landlord:

Tenant:

MCEC DEVELOPMENT, LLC,
a Wisconsin limited liability company

CITY OF MILWAUKEE, acting through the Milwaukee
Police Department

By: _____

By: _____

Name: Bruce T. Block

Name: Alfonso Morales

Its: Manager

Its: Chief of Police

Date: _____

Date: _____

Schedule of Exhibits

- Exhibit "A-1" - Legal Description
- Exhibit "A-2" - Site Plan
- Exhibit "B" - List of Landlord Work Plans and Specifications
- Exhibit "C" - Construction Schedule
- Exhibit "D" - Form SNDA
- Exhibit "E" - Description of Sublease Premises
- Exhibit "F" - Known Conditions

Exhibit "A-1"

LEGAL DESCRIPTION

See Attached.

Exhibit "A-2"

SITE PLAN

See Attached.

Exhibit "B"

LIST OF LANDLORD WORK PLANS AND SPECIFICATIONS

See Attached.

Exhibit "C"
CONSTRUCTION SCHEDULE

See Attached.

Exhibit "D"

SNDA

LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Lease Subordination, Non-disturbance and Attornment Agreement (this "Agreement"), made as of the _____ day of _____, 20____, by and among _____ ("Lessee"), _____, a _____ ("Lessor"), and _____, a _____ ("Lender").

RECITALS

A. Lender is the holder of a certain promissory note (the "Note") issued by Lessor dated _____ in the original principal sum of \$_____ and of the mortgage or deed of trust of even date therewith (the "Mortgage") securing the Note, which Mortgage encumbers the real property (the "Property") described on Exhibit A, attached hereto and made a part hereof.

B. Lessee and Lessor, entered into a Stable Lease (as amended, the "Lease") dated _____ by which Lessee leased the Property from Lessor (the "Leased Premises").

C. All initially capitalized terms used in this Agreement which are not otherwise defined in this Agreement will have the meanings ascribed thereto as set forth in the Lease.

D. Lessee desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Lessee confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Subject to the terms of this Agreement, Lessee hereby covenants and agrees that all its rights and interests whatsoever under the Lease in the Leased Premises are and shall remain subject and subordinate to the lien of the Mortgage, to all of the rights and interests of Lender under the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder or under the Note, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the Note.

2. So long as no Default by Lessee has occurred and is continuing under the Lease, Lessee will not be disturbed by Lender or any person acting by, through or under it in its possession of the Leased Premises during the Lease Term, or any extension or renewal thereof, or in the enjoyment of its rights under the Lease. Unless required by Law, and so long as no Default by Lessee has occurred and is continuing under the Lease, Lender shall not name Lessee in any such action and if Lessee is required to be so named then, except as expressly provided herein, none of Lessee's rights under the Lease or this Agreement will be affected in such action.

3. If the interest of the Lessor under the Lease will be acquired by Lender or any purchaser ("Purchaser") (Lender or Purchaser in such capacity being referred to herein as a "Successor") by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Lessor under the Lease (a "Succession Event"), Lessee shall

attorn to the Successor as its lessor, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon the occurrence of the Succession Event, and the Lease shall continue in accordance with its terms between Lessee as lessee and the Successor as lessor; provided, however, that the Successor will not be:

- (a) Liable for any act or omission of any prior landlord under the Lease; except, that the Successor will be fully responsible and liable under the Lease for: (i) the correction of any physical conditions existing as of the occurrence of the Succession Event which are in violation of the Lease (including any failure to perform Landlord Repairs) provided Lessee has notified Lender of such conditions as herein required, even if such physical condition(s) arose out of an act or omission prior to the Succession Event, and repairs to the Premises as a result of fire or other Casualty or a partial condemnation pursuant to the terms of the Lease which remain to be completed (and/or commenced) as of the Succession Event even if the events or circumstances giving rise to the need for such repairs occurred prior to the Succession Event, provided, however, that nothing in the foregoing shall make Successor liable for any damages resulting from the foregoing to the extent such damages accrued prior to the Succession Event; (ii) the obligation to perform and complete the Landlord Work, as provided in the Lease; (iii) any non-monetary breaches or defaults of the Landlord which have not been cured as of the Succession Event, of which Tenant has provided Lender notice and an opportunity to cure as set forth in Section 4 hereof prior to the Succession Event; or
- (b) Bound by any amendment or modification of the Lease which (i) grants any material concessions with respect to the Lease or otherwise materially amends or modifies the Lease, or (ii) reduces the Rent payable thereunder, or (iii) grants Lessee any right to cancel, terminate, surrender or extend the Lease, or (iv) cancels, terminates, accepts a surrender of or extends the Lease, unless Lender will have consented to such amendment or modification (or agreement) or such amendment or modification (or agreement) is provided for in the Lease (such as, by way of example and not limitation, a supplement memorializing the exercise by Lessee of any of its rights under the Lease) or Lender's consent is not required to such amendment or modification (or agreement) pursuant to the Mortgage; or
- (c) Bound by any prepayment of Rent made more than thirty (30) days in advance; or
- (d) Bound by any defenses of Lessee that would permit Lessee not to comply with its duties and obligations under the Lease arising from and after the Succession Event by reason of events that occurred prior to the Succession Event.

If any Default under the Lease by Lessee will be continuing as of the occurrence of a Succession Event, and the Successor elects to accept any attornment made by Lessee to such Successor, then such Successor will be entitled to exercise any or all of its rights and remedies under the Lease and/or at law or in equity by reason of such Default by Lessee under the Lease.

4. Lessee agrees with Lender that Lessee shall give written notice to Lender of any default by Lessor under the Lease, which notice will be addressed to: [Lender's Address]. Lessee agrees that Lender will have the same period of time as is provided to Lessor under the Lease to cure any default of Lessor under the Lease (which cure period afforded Lender shall run concurrently with Lessor's cure period under the Lease). All notices to be given to Lessor or Lessee under this Agreement will be given to their respective addresses for notices as set forth in the Lease. All notices to be given hereunder will be given in the manner provided in, and will be deemed to have been delivered at the times, set forth in the Lease.

5. Lessor, by its execution of this Agreement, does hereby irrevocably authorize Lessee to make all Rent payments due under the Lease to Lender, should Lender notify Lessee in writing that Lender is invoking its right under the Mortgage to receive all rent and additional rent payments due under the Lease. Lessee will be fully protected, and shall incur no liability of any kind, in complying with any such notice from Lender (notwithstanding any contrary notices from Lessor).

6. This Agreement shall inure to the benefit of and will be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be governed by and construed according to the laws of the state where the Property is located.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LESSEE: [_____]

By _____

Its _____

LENDER:

By: _____

Its: _____

LESSOR: [_____]

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF _____)

) ss.

COUNTY OF _____)

On this, the ____ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a _____, and that he/she as such _____, being authorized to do so, executed the foregoing Lease Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commissions Expires:

STATE OF _____)

) ss.

COUNTY OF _____)

On this, the ____ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a _____, and that he/she as such _____, being authorized to do so, executed the foregoing Lease Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained by signing the name of the _____ by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commissions Expires:

COUNTY OF _____)

) ss.

COUNTY OF _____)

On this, the ____ day of _____ 20__, before me, the undersigned party, personally appeared _____ who acknowledged himself/herself to be the _____

of _____, a _____ corporation, and that he/she as such _____ being authorized to do so, executed the foregoing Lease Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A TO NON-DISTURBANCE

Legal Description of Property

Exhibit "E"
SUBLEASE SPACE

See attached.

Exhibit "F"

KNOWN CONDITIONS

See attached.