



June 9, 2023

Arthur Harrington
Kenosha Innovation Neighborhood, Inc,
833 E Michigan Ave.
Milwaukee, WI 53202
Via Electronic Mail Only to aharrington@kin-kenosha.org

Subject: Former Kenosha Engine Plant
5555 30th Ave, Kenosha, Wisconsin 53144
Parcel #: 59281601430
BRRTS #: 02-30-000327 & 07-30-556426

Dear Mr. Harrington:

The Wisconsin Department of Natural Resources (DNR) received a request for a lease liability clarification from Arthur Harrington on behalf of the Kenosha Innovation Neighborhood, Inc. (KIN) on April 18, 2023 (Request). The Request was submitted with the appropriate review fee for a lease liability clarification. The purpose of this letter is to provide KIN clarification as to environmental liabilities associated with leasing real property where the Former Kenosha Engine Plant was located (the Property) from the city of Kenosha. The Request also asked for clarification of environmental liabilities of parties who sublease the Property from KIN. Wisconsin Statutes (Wis. Stat.) § 292.55(1)(d)1 authorizes the DNR to issue a letter to a person seeking assistance concerning the liability of a person owning or leasing a property for environmental pollution at a property. The DNR based this letter on review of environmental reports and the lease agreement that were provided in the Request, including:

- Liability clarification letter request, completed Form 4400-237, signed 4/10/2023, including attachments.
- Ground Lease Agreement (Lease) between KIN (Tenant) and the city of Kenosha (Landlord) which is not signed and executed, including exhibits (some of which are incomplete). The Ground Lease Agreement is attached to this letter.
- Cooperation and Development Agreement (Kenosha Innovation Neighborhood) signed and dated January 9, 2023, including exhibits (some of which are incomplete).
- Option to Lease Agreement (Option to Lease) between KIN (Tenant) and the city of Kenosha (Landlord) signed and executed on January 9, 2023, including exhibits (some of which are incomplete).

PROPERTY USE

The Property was used by Chrysler and its predecessors as a manufacturing facility known as the Kenosha Engine Plant. Chrysler closed the plant in 2010. The city of Kenosha acquired the Property in 2014. Current redevelopment plans for the Property include a large mixed-use development that will include office, medical, educational, commercial, residential and green space uses.

BACKGROUND AND ENVIRONMENTAL SUMMARY

The Property was used for a variety of industrial purposes, mainly related to automobile manufacturing, for over 100 years. Chlorinated solvents, fuels, oils, and other chemicals used for manufacturing were extensively stored and used on the Property. Approximately 190 underground and above ground storage tanks were closed or removed from the Property. A subgrade fluid management system utilized at the Property was also removed. Fill material, in some places including foundry sand, is also present throughout the Property.

Soil contaminated with polychlorinated biphenyls (PCBs), metals, volatile organic compounds (VOCs) and/or polycyclic aromatic hydrocarbons (PAHs) was identified in different areas of the Property. Groundwater contaminated with metals, PAHs and VOCs was also identified.

A series of soil excavations were conducted at various areas within the Property resulting in the removal of a considerable amount of contaminated soil. Extensive groundwater remediation was conducted, in which various products were injected into the groundwater to reduce the concentration of chlorinated VOCs. Groundwater monitoring continues to be conducted across the Property to monitor the effectiveness of the treatment and to determine if additional remediation will be necessary. Contaminated soil excavated and reused on site was managed under Wis. Admin. Code ch. NR 718. Redevelopment of the Property is anticipated to utilize sub-slab vapor mitigation systems and surface barriers to address potential risk posed by residual contamination. Onsite management of contaminated soil and other solid waste will continue to be conducted with prior approval from the DNR.

REDEVELOPMENT, OPTION TO LEASE, AND LEASE AGREEMENTS

The Cooperation and Development Agreement between the city of Kenosha and KIN was entered on January 9, 2023. It generally explains the respective roles of the city of Kenosha and KIN with respect to the Property redevelopment and related matters. According to the Cooperation and Development Agreement, the city of Kenosha intends for the Property to be redeveloped as the Kenosha Innovation Neighborhood, which is planned to include the following: “(i) a campus for existing high-technology educational institutions, existing innovative technology companies, and innovative, entrepreneurial enterprises together with common areas, elements and amenities, parking and transit related facilities; (ii) a mixed use neighborhood to facilitate those institutions, companies, and enterprises, and complementary and supporting business, retail, restaurant, residential, sports and hospitality uses; (iii) amenities to the community at large; and (iv) a connection with the surrounding neighborhoods.” *See* Cooperation and Development Agreement at 1. A Master Plan adopted by the common council of the city of Kenosha in April 2022 includes a summary of the plan for the redevelopment of the Property.

The Option to Lease between the city of Kenosha and KIN was also entered on January 9, 2023. The Option to Lease grants KIN the exclusive right and option to lease the Property during the option term, which is 20 years from the date the Option to Lease was executed (unless the Option to Lease is terminated before the end of the option term). If KIN exercises its option to lease, the city of Kenosha and KIN will enter one or more Leases for the parcel(s) of the Property for which KIN exercises the option to lease. KIN may exercise the option to lease on a parcel by parcel basis. If KIN exercises the option to lease, KIN has the right to sublease any leased parcels of the Property to end users of the Property (Subtenant End Users). If KIN exercises the option to lease, it is anticipated that KIN will recruit multiple end users to sublease the leased parcel(s) of the Property. The Subtenant End Users must be approved by the city of Kenosha in writing.

Section 3.b of the Option to Lease provides that while the Option to Lease is in effect, the city of Kenosha will conduct all subsurface and groundwater remediation and ongoing monitoring related to the open BRRTS site that was formerly the Kenosha Engine Plant, except that soil management conducted at the time a parcel is being developed will be managed by the applicable Subtenant End User (except as otherwise provided), and the applicable Subtenant End User will be responsible for implementing and complying with any continuing obligations specific to the parcel(s) of the Property that the Subtenant End User has subleased from KIN. The indemnification provision in section 3.c of the Option to Lease generally provides that KIN has no liability for, and is not required to indemnify the city of Kenosha from, any losses, damages, or expenses arising as a result of the discovery of any preexisting environmental or hazardous conditions affecting leasable Property.

The Lease generally explains that the city of Kenosha and KIN are entering a lease agreement. The term of the Lease is 95 years from the date the Lease is entered (unless the Lease is earlier terminated under the terms of the Lease). The Lease explains that KIN intends to sublease the leased parcel(s) to Subtenant End Users, pursuant to a sublease agreement to be entered between KIN and each Subtenant End User. The DNR has not been provided any sublease agreement for review. The Subtenant End User will be responsible for the development, construction, and occupancy of any subleased parcel and other obligations as specified in the Lease and sublease agreement. The Lease provides that the Subtenant End User will acquire and retain ownership of all buildings, structures, fixtures, parking areas and other improvements on any leased portion of the Property, as set forth under the terms of the Lease.

Section 16 of the Lease addresses environmental matters. Section 16.2 of the Lease provides, in part:

Landlord shall indemnify, defend (by counsel acceptable to Tenant), protect, and hold Tenant, End User, and any Mortgagee of Tenant or End User harmless from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) resulting from, arising from or caused in whole or in part, directly or indirectly, by any of the existing environmental conditions at or prior to the Effective Date (**“Existing Environmental Conditions”**), including, without limitation, with respect to all conditions and obligations related to the ongoing site-wide remediation of the former Kenosha Engine Plant, identified by the Wisconsin Department of Natural Resources (**“WDNR”**) as BRRTS# 02-30-000327 FID 230004500 (the **“Kenosha Engine Plant Remediation Action”**). Landlord shall be responsible for any remediation and monitoring obligations in connection with the Kenosha Engine Plant Remediation Action, provided that Tenant will cooperate with Landlord and WDNR as necessary in order to permit Landlord to fulfill such obligations. Tenant shall, during construction of the Improvements, comply or cause compliance with the soil management plan associated with the Kenosha Engine Plant Remediation Action...

Accordingly, under the terms of the Lease, the city of Kenosha is responsible for remediation and monitoring obligations related to the open BRRTS site and for any existing environmental conditions that were present on the Property before the Lease was entered. KIN must cooperate with the city of Kenosha and the DNR as necessary so that the city of Kenosha may fulfill its environmental obligations. KIN must also comply or cause compliance with any soil management plan applicable to the Property.

Section 16.1 of the Lease generally provides that hazardous substances will not be used on the Property, except in compliance with applicable laws. It further explains that the “Tenant Parties” and “Landlord Parties,” which are defined to include the city of Kenosha, KIN, and the Subtenant End Users, are responsible for complying with all applicable laws and for procuring, maintaining, and complying with all applicable permits, licenses, and approvals required for the storage or use of a hazardous substance on the Property. Section 16.3 of the Lease generally provides that KIN is responsible for any environmental contamination or violation of any continuing obligation imposed on the Property that is caused by the actions of the “Tenant Parties,” including KIN and the Subtenant End Users. Section 16.4 specifies the parties’ notification obligations as related to environmental matters.

DETERMINATIONS

The DNR reviewed the documents described above and the reports in the DNR files and determined, based on proposed use and current environmental conditions, that KIN, as Tenant under the Lease, would not “possess or control,” as those terms are used in Wis. Stat. § 292.11(3), any hazardous substance discharges that are present on the Property prior to signing the Lease, whether known at this time or discovered in the future. This determination is conditioned on compliance with the following standards of performance:

- KIN and its subtenants must provide any responsible party, its consultants and DNR personnel with reasonable access to the Property for the purposes of conducting any necessary environmental assessment or remediation activities.
- KIN and its representatives, agents, contractors and subtenants must comply with all applicable state and federal laws that apply if they conduct any excavation, storage, treatment or disposal of contaminated soils, groundwater or other materials on the Property.
- KIN and its subtenants must minimize, to the extent practicable, the placement of any structures in areas of the Property impacted by environmental contamination, or construct buildings in such a manner as to allow remedial work to be conducted.
- KIN and its subtenants must comply with the requirements of Wis. Stat. § 292.11 and Wisconsin Administrative Code (Wis. Admin. Code) chs. NR 700 to 799 for the discharge of any hazardous substances or environmental pollution that may be caused by KIN or its contractors or subtenants.
- KIN has not and will not have direct or indirect business relationships (other than as Tenant under the Lease for the Property) with the person or persons who caused the discharge of any hazardous substance on the Property.
- There are no relevant provisions in the Lease or any other agreement that would alter the DNR’s analysis.

As long as these conditions are satisfied, the DNR agrees not to hold KIN, in its capacity as a Tenant under the Lease, responsible for investigating or remediating any hazardous substances or environmental pollution that are present on, or migrated from or onto, the Property prior to the date of the Lease.

The Lease provided to the DNR as part of the Request has not been executed by the parties. Any determinations made by the DNR in this letter are based specifically on the information made available to the DNR as part of the Request and are subject to change if modifications are made to the Lease prior to execution or other information arises.

This letter only addresses the Property as described in the attached Lease. Should KIN desire a lease liability clarification letter for expanded or revised boundaries, a separate request and fee must be submitted to the DNR. This letter was written specifically for KIN and is not transferrable to another party. You are reminded that this determination does not relieve you of obligations to comply with all other applicable, federal, state and local laws, regulations, and permits.

SUBTENANT END USERS OF THE PROPERTY

KIN has also requested the DNR to determine whether a Subtenant End User has liability for existing environmental contamination on the Property under the Spill Law, Wis. Stat. § 292.11. Based on the documents provided, it appears unlikely that a Subtenant End User of the Property, acting in its capacity as a subtenant, would be responsible for investigating or remediating any hazardous substances or environmental pollution that are present on, or migrated from or onto, the Property prior to when the Lease is entered if the Subtenant End User satisfies and complies with the conditions and environmental requirements specified above. However, there are facts relevant to determining a Subtenant End User's liability for existing environmental contamination on the Property that are presently unknown, such as how each respective Subtenant End User intends to use the portion of the Property subleased and whether the Subtenant End User has any prior association with the site. Additionally, the DNR has not been provided any sublease agreement to review. Therefore, the DNR declines to make a final determination regarding a Subtenant End User's environmental liability for existing contamination on the Property. Pursuant to Wis. Stat. § 292.55(1)(d)1, if a Subtenant End User would like the DNR to provide additional clarification regarding that Subtenant End User's liability for environmental contamination on the Property, the Subtenant End User may submit a liability clarification request on Form 4400-237, along with the supporting documentation necessary to provide the requested clarification, including the sublease agreement.

ENVIRONMENTAL REQUIREMENTS

As the redevelopment moves forward and construction plans are being made for the Property, KIN must work with the DNR and the city of Kenosha and its consultant to make sure appropriate actions are taken to mitigate the risks posed by residual contamination and to obtain needed DNR approvals as required by applicable laws, including Wis. Admin. Code chs. NR 700 to 799. Actions that may need to be conducted to comply with these rules are discussed in DNR's November 8, 2022, review of the *Former Chrysler Kenosha Engine Plant Redevelopment Plan - Phase I Infrastructure Construction*. These include characterizing and properly managing contaminated soil and other solid waste excavated or otherwise disturbed during construction, operating an active sub-slab depressurization mitigation system, and maintaining a cover over residual contamination. In addition, the need to request an approval to build on a historic fill site must be considered before constructing any building, removing a cap, or excavating any waste material in areas that have been identified as containing nonexempt waste.

CLOSING

This letter, site, and case-related information and DNR contacts can be found online in the Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web (BOTW); go to dnr.wi.gov and

search "BOTW." Use the BRRTS ID # found at the top of this letter. The site can also be found on the map view, Remediation and Redevelopment Sites Map (RRSM) by searching "RRSM."

If you have any questions regarding this letter, please contact me at (608) 259-6557 or Jodie.Thistle@wisconsin.gov. You may also contact the DNR Project Manager, Paul Grittner at (414) 405-0764 or Paul.Grittner@wisconsin.gov.

Sincerely,

A handwritten signature in black ink that reads "Jodie M Thistle". The signature is written in a cursive style with a small horizontal line above the 'i' in "Thistle".

Jodie Thistle, PG
Chief, Brownfields, Outreach and Policy Section
Remediation and Redevelopment Program

Attachment:

Ground Lease Agreement between KIN (Tenant) and the city of Kenosha (Landlord)

cc:

Paul Grittner, DNR, Remediation and Redevelopment Program – Paul.Grittner@wisconsin.gov
Michael Prager, DNR, Remediation and Redevelopment Program – Michael.Prager@wisconsin.gov

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into effective as of the _____ day of _____, 20__ (the "Effective Date"), by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation ("Landlord"), and KENOSHA INNOVATION NEIGHBORHOOD, INC., a Wisconsin non-stock corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord owns certain real property in the City of Kenosha, Kenosha County, State of Wisconsin, consisting of Parcel Nos. 09-222-36-310-010, 09-222-36-309-001, 09-222-36-376-001, 09-222-36-383-018, 09-222-36-430-001, 09-222-36-479-015, 09-22-36-486-018, 09-22-36-486-017, 09-222-36-485-001 and 09-222-36-486-003, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Landlord and Tenant have entered into an Option to Lease Agreement whereby Tenant has the exclusive right to lease the Property, or portions thereof, with the intention of subleasing the Property to various end-users for development, in each case to be utilized in a manner consistent with the recorded Covenants and Restrictions for the Property and the Cooperation Agreement executed by the parties hereto.

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Property, as more particularly described on Exhibit B attached hereto and made a part hereof (the "Leased Property"), excepting all buildings, structures, fixtures, parking areas and other improvements hereafter located on the Leased Property ("Improvements"), the ownership of which will be acquired and retained by the End User (as defined below), upon the terms and conditions set forth herein. It is the intention of Landlord and Tenant that the separation of title to the Leased Property and the Improvements is not to change the character of the Improvements as real property and that the same shall be and remain real property; and

WHEREAS, Tenant will or will cause the End User to undertake construction of certain Improvements on the Leased Property for use of the Leased Property as a first-class [_____] building of not less than _____ stories containing not less than _____ (_____) net rentable square feet, together with [parking facilities] (subterranean or otherwise) and related Improvements ("Project"); and

WHEREAS, the Landlord derives substantial benefit from the Project, which is deemed to be a portion of the consideration hereunder, as does the Tenant and End-User ("Tenant Parties")

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord and Tenant agree as follows:

ARTICLE I
CERTAIN DEFINED TERMS

Section 1.1 Certain Definitions. In addition to other terms defined in this Lease, for all purposes of this Lease:

(a) “Additional Rent” means any and all amounts other than Base Rent payable to Landlord or to any other Person as specifically required under this Lease, including, without limitation, the Impositions.

(b) “Affiliate” means any Person that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with the Person in question. As used in the preceding sentence, (A) a Person shall be deemed to own another Person if it holds legal or equitable title to fifty percent (50%) or more of the common stock, partnership interests, limited partnership interests, membership interests or other ownership interests of such other Person, and (B) the term “control” (and its derivatives) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through voting rights, by contract or otherwise.

(c) “Alterations” means any alterations, additions, changes or Improvements.

(d) “Applicable Laws” means all applicable governmental laws, statutes, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted, as the same may be amended, from time to time.

(e) “Award” means all compensation, sums or anything of value awarded, paid or received for a Total, Substantial or Partial Taking, whether pursuant to judgment, agreement or otherwise.

(f) “Base Rent” has the meaning given to such term in Section 3.1 hereof.

(g) “Claims” has the meaning given to such term in Section 15.2 hereof.

(h) “Debtor Relief Laws” means the Bankruptcy Code of the United States, as amended, and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

(i) “Default Rate” shall mean the lesser of (i) an annual rate of interest equal to four percent (4%) above the “Prime Rate” as published in the “Money Rates” section of *The Wall Street Journal* or, if no longer published, the prime rate of large money-center banks in the United States as published in any similar financial publication, from time to time, or (ii) the maximum rate of interest permissible under applicable law.

(j) “Effective Date” has the meaning given to such term in the Preamble to this Lease.

(k) “End User” has the meaning given to such term in Section 2.3.

(l) “Environmental Laws” shall mean any federal, State or local law, statute, code, ordinance, rule, regulation or requirement relating to human health or safety or governing, regulating or pertaining to the generation, treatment, storage, handling, transportation, use or disposal of any Hazardous Substance, including, but not limited to, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., (ii) the Hazardous Substances Transportation Authorization Act of 1994, as amended, 49 U.S.C. § 5101 et seq., (iii) the Resource, Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., (iv) the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq., (v) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (vi) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (vii) any so-called “superfund” or “superlien” law, and (viii) the health, safety and environmental laws of the State, as the same may be amended, from time to time.

(m) “Existing Environmental Conditions” has the meaning given to such term in Section 16.2 hereof.

(n) “Expiration Date” has the meaning given to such term in Section 2.2 hereof.

(o) “Force Majeure Delay” has the meaning given to such term in Section 17.29 hereof.

(p) “Hazardous Substances” means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade: (a) that because of its toxicity, concentration, or quantity, has characteristics that are hazardous or toxic to human health, the environment, or natural resources; (b) that is subject to regulation, investigation, control, or remediation under any Environmental Laws, or to which exposure is now prohibited, limited, or regulated by, or that could foreseeably be prohibited, limited, or regulated by or under, any Environmental Law; or (c) that is defined as hazardous, acutely hazardous, toxic, a pollutant, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or words of similar import or regulatory effect under Environmental Laws; including, without limitation, any petroleum or petroleum-derived products; radon, radioactive materials or wastes; asbestos in any form; lead or lead-containing materials, urea formaldehyde foam insulation; organohalogenated flame-retardant chemicals, including, without limitation, per- and polyfluoroalkyl substances, perfluorooctanoic acid, and perfluorooctane sulfonate; foundry sand; and polychlorinated biphenyls.

(q) “Impositions” has the meaning given to such term in Section 6.1 hereof.

(r) “Improvements” has the meaning given to such term in the Recitals to this Lease.

(s) “Kenosha County” means Kenosha County, a Wisconsin municipal corporation.

(t) "Kenosha Engine Plant Remediation Action" has the meaning given to such term in Section 16.2 hereof.

(u) "Landlord" has the meaning given to such term in the Preamble to this Lease.

(v) "Landlord Indemnified Parties" has the meaning given to such term in Section 15.2 hereof.

(w) "Landlord Party" has the meaning given to such terms in Section 16.1 hereof.

(x) "Lease" has the meaning given to such term in the Preamble to this Lease.

(y) "Leased Property" has the meaning given to such term in the Recitals to this Lease.

(z) "Master Declaration" means that certain Declaration of Covenants, Restrictions and Easements for Kenosha Innovation Neighborhood, encumbering the Property (including the Premises), executed by Landlord, and recorded in the land records of Kenosha County. The Master Declaration, as amended or supplemented from time to time, shall be a Permitted Encumbrance hereunder.

(aa) "Mortgage" has the meaning given to such term in Section 11.1 hereof.

(bb) "Mortgagee" means the mortgagee, beneficiary or the like of a Mortgage permitted by this Lease.

(cc) "New Lease" has the meaning given to such term in Section 11.4 hereof.

(dd) "Notice of Intended Taking" means any notice which a reasonably prudent Person would interpret as expressing a governmental agency's existing intention of Taking (as distinguished from a mere preliminary inquiry or proposal). The notice is considered to have been received when a Party receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map reasonably defining the extent of the Taking.

(ee) "Partial Taking" means any Taking that is not either a Total Taking or a Substantial Taking.

(ff) "Party" or "Parties" means either Landlord or Tenant or both as the context requires.

(gg) "Permitted Encumbrances" means all federal, state and local laws and regulations, including municipal and zoning ordinances and agreements entered under them; recorded easements; recorded building and use restrictions and covenants; and general taxes levied in the year of closing.

(hh) "Person" or "persons" means any individual, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, government or any agency or political subdivision thereof, other business entity, or other organization recognized at law.

(ii) "Premises" means the Leased Property and the Improvements.

(jj) "Property" has the meaning given to such term in the Recitals to this Lease.

(kk) "Rent" means Base Rent and Additional Rent.

(ll) "State" means the State in which the Leased Property is located.

(mm) "Substantial Taking" means the Taking of so much of the Premises (or any part thereof) that one of the following conditions results: (i) the remainder of the Premises is insufficient for the economic and feasible use and operation by Tenant or its End User, or (ii) a reasonable amount of reconstruction would not make the Premises a practical improvement reasonably suited for the uses and purposes for which the Premises are leased hereunder.

(nn) "Taking" means the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. Taking shall be considered to take place as of the later of (i) the date actual physical possession is taken by the condemning authority, or (ii) the date on which the right to compensation and damages accrues under applicable law.

(oo) "Tenant" has the meaning given to such term in the Preamble to this Lease.

(pp) "Tenant Indemnified Parties" has the meaning given to such term in Section 15.2 hereof.

(qq) "Tenant Party" has the meaning given to such terms in Section 16.1 hereof.

(rr) "Tenant Responsible Contamination" has the meaning given to such term in Section 16.3 hereof.

(ss) "Term" has the meaning given to such term in Section 2.2.

(tt) "Total Taking" means any Taking by condemnation of the fee title to all the Premises.

(uu) "Transaction Documents" means this Lease and the Master Declaration.

(vv) "WDNR" has the meaning given to such term in Section 16.2 hereof.

**ARTICLE II
GRANT AND TERM OF LEASE**

Section 2.1 Leasing Clause. Subject to the terms and conditions contained in this Lease, Landlord hereby leases, demises and lets to Tenant and Tenant hereby takes and leases from Landlord the Leased Property.

Section 2.2 Term of Lease. Subject to the provisions hereof, the term of this Lease shall be for a period of ninety-five (95) years (the "**Term**"), commencing on the Effective Date and ending at 11:59 pm on the last day preceding the ninety-five (95th) anniversary of the Effective Date (the "**Expiration Date**"), unless earlier terminated as provided herein.

Section 2.3 Sublease to End User. The parties acknowledge that Tenant intends to sublease the Leased Property to _____ or an affiliate thereof (the "**End User**") pursuant to a sublease agreement dated on or around the date hereof (the "**Sublease**") by and between Tenant and the End User. The End User will be responsible for the development, construction, and occupancy of the Premises and such other obligations of Tenant pursuant to this Lease as are more particularly described in the Sublease. Tenant shall provide a copy of the Sublease to the City and shall further provide the City with the name, address and contact information for the End User. It is the intention of the Parties that the End User have privity to this Agreement and be a third party beneficiary able to rely upon and enforce the obligations of the Landlord and obligated to perform such duties as expressly required of the End User as a Tenant Party or expressly set forth in the Sublease. Notwithstanding anything to the contrary herein, Tenant shall be entitled to retain any rent paid by the End User that is not additional rent or interest owed to Landlord or others.

**ARTICLE III
RENT**

Section 3.1 Base Rent. In consideration of the Term, Tenant agrees to pay Landlord base rent (the "**Base Rent**") for the Leased Property in accordance with the terms of this Section 3.1. The Base Rent shall be One Hundred Dollars (\$100.00), which has been prepaid in full, in advance, on the Effective Date and Landlord hereby acknowledges receipt of all prepaid Base Rent.

Section 3.2 Additional Rent. Tenant hereby agrees to pay, or cause its End User to pay all Additional Rent to Landlord or to such other Person as Landlord may direct or as is required under this Lease at such time as such Additional Rent is due and payable as required under this Lease. If Tenant or its End User fails to make such Additional Rent payment within five (5) days of the date such payment is due, Tenant shall pay to Landlord interest at a rate of equal to the Default Rate on the amount unpaid, computed from the date such Additional Rent was due up to and including the date of payment by Tenant.

Section 3.3 Interest. If Tenant shall fail to reimburse Landlord for any Impositions that Landlord has elected to pay in accordance with this Lease within five (5) days after the date when each such payment is due, Tenant shall pay to Landlord interest at a rate equal to the Default Rate

on the amount unpaid, computed from the date such payment of Impositions was made by Landlord up to and including the date of payment by Tenant.

ARTICLE IV ALTERATIONS

Section 4.1 Alterations.

(a) Tenant or its End User shall, at its sole cost and expense obtain any and all requisite building, construction, zoning and other licenses, variances, permits and approvals related to or necessary for its construction of the Project and all related Improvements. Landlord shall cooperate in all reasonable respects, to the extent necessary in its capacity as owner of the Property and at no out of pocket cost to Landlord, with Tenant or its End User in order to obtain such permits and/or approvals. Notwithstanding anything to the contrary herein, the obligations in this Section 4.1(a) shall apply to Landlord solely in its capacity as owner of the Property, and nothing in this Lease is intended to modify or circumvent the City of Kenosha approval process when the City of Kenosha or any unit thereof is acting in a regulatory capacity. Once commenced, Tenant or its End User shall diligently prosecute its construction of the Project to completion, subject to the force majeure provisions contained in Section 17.29. Tenant shall take reasonable measures to minimize damage, disruption or inconvenience in the Property caused by the construction. Tenant shall not permit equipment, trash, materials or the like to be located outside of the Leased Property except as otherwise may be explicitly agreed in writing. Promptly upon completion of the Project, Tenant shall supply Landlord with a copy of the certificate of occupancy from the local building department and one (1) set of "as-built" drawings (in print and AutoCAD). Notwithstanding anything to the contrary contained herein, the review of any plans by Landlord or an agent, employee, contractor or representative of Landlord (including, without limitation, the making of any comments thereto) shall not: (A) limit the obligations, duties and liabilities of Tenant under this Lease; or (B) result in any liability or responsibility on the part of Landlord for their completeness, design sufficiency, adequacy or compliance with Applicable Laws, the Permitted Encumbrances or the terms of this Lease.

(b) Except as otherwise expressly set forth in this Section 4.1, Tenant or its End User shall have the right to make or perform or cause to be made or performed any and all alterations, additions and improvements, structural and non-structural, without Landlord's consent. All such alterations, additions, improvements and removals so made by Tenant are herein referred to as "Alterations."

Section 4.2 Completion. The Project, including all Improvements and Alterations thereto, will be constructed in compliance with all Applicable Laws and the Permitted Encumbrances. Upon completion of any Alterations to the Premises, Tenant or its End User will (i) procure any required final certificate of occupancy (or its equivalent) and deliver to Landlord the original or a copy thereof, and (ii) furnish Landlord with any permits, approvals and filings that must be obtained from or submitted to any state or federal regulatory agency in connection with any Alterations.

Section 4.3 Delivery of Insurance Policies. Before commencing any Alterations or entering any contracts relating to the construction or alteration of the Premises, Tenant or its End User shall supply Landlord with such endorsements to the insurance policies required under this Lease as shall be necessary to fully cover the contemplated work.

Section 4.4 No Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant or its End User, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's acts or omissions or those of the End User (collectively, "**Tenant Liens**") shall attach to or affect Landlord's interest or estate in the Premises, provided that Tenant and its End User shall have the right to Mortgage (as hereinafter defined) its interest in the Project, subject to Landlord's right hereunder. Tenant shall keep the Premises and its interest under this Lease free and clear of all Tenant Liens, including, without limitation, liens for work, services, materials or labor furnished to Tenant or alleged to have been so furnished, excluding Mortgages expressly authorized under Article XI. In the event Tenant fails to discharge, bond over, or otherwise address to Landlord's reasonable satisfaction any such Tenant Lien encumbering the Premises or Tenant's interest in this Lease within twenty (20) days after the filing thereof, Landlord may (but shall not be obligated to) cause such lien to be released and discharged, in which event Tenant shall reimburse Landlord for all costs it incurs in connection therewith, including, without limitation, reasonable attorneys' fees.

ARTICLE V USE OF PREMISES

Section 5.1 Use of Premises.

(a) The Premises shall be used to develop and operate the Project, and for any other lawful use, subject to and in accordance with Applicable Law, the Permitted Encumbrances, and the Master Declaration.

(b) In no event shall the Premises be used for any purpose which would constitute a public or private nuisance or waste or which would violate any of the provisions of any Applicable Laws, the Master Declaration or the other Permitted Encumbrances. Tenant agrees that, with respect to the Master Declaration and the other Permitted Encumbrances, Tenant shall, and shall cause its End User to, observe, perform and comply with and carry out the provisions thereof required therein to be observed and performed by Landlord with respect to the Premises. Without limiting the generality of the foregoing, Tenant shall pay or cause to be paid all amounts that Landlord owes under the Permitted Encumbrances, and satisfy all of Landlord's obligations under the Permitted Encumbrances, to the extent that, but only to the extent, the same relate to the Premises or the activities and operations of Tenant or its End User.

(c) Tenant shall not use, occupy or permit any of the Premises to be used or occupied, nor do or permit anything to be done in or on any of the Premises, in a manner which would (i) make void or voidable any insurance which Tenant or its End User is required hereunder to maintain in force with respect to any of the Premises, (ii) affect the ability of Tenant or its End User to obtain any insurance which Tenant is required to furnish hereunder, or (iii) cause any injury or damage to any of the Improvements.

Section 5.2 Restrictions. The use of the Premises shall be limited to the use, occupation and operation of a [_____] building and other related activities incidental thereto or any other purpose permitted by Applicable Law and the Master Declaration.

Section 5.3 Nondiscrimination. Tenant agrees that:

(a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Property or the Improvement thereon contrary to federal, state or local, law, rule or regulation

(b) Tenant shall include the foregoing provision in the Sublease. Further Tenant agrees to indemnify and hold Landlord, its officers, employees and agents harmless from and against any claims and demands of third parties, including the United States of America, resulting from Tenant's noncompliance with the provisions of this Section 5.3, and Tenant shall reimburse Landlord any loss, expense or attorneys' fees incurred by reason of Tenant's noncompliance.

ARTICLE VI TAXES AND ASSESSMENTS; UTILITIES

Section 6.1 Payment of Taxes. Subject to the provisions of Section 6.3 hereof relating to contests, from and after the Effective Date, Tenant shall, before delinquent or interest or penalties are due thereon, pay and discharge or cause its End User to pay and discharge all of the following (collectively, the "**Impositions**"): (i) all taxes of every kind and nature (including real, ad valorem, personal property, gross income, franchise, withholding, profits and gross receipts taxes) on or with respect to the Premises; (ii) all charges and/or taxes imposed by any governmental body for any easement or agreement maintained for the benefit of the Premises; (iii) all general and special assessments (payable in installments if permitted), levies, permits, inspection and license fees on or with respect to the Premises; (iv) all water and sewer rents and other utility charges on or with respect to the Premises; and (v) all other public charges and/or taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed or assessed upon or with respect to the Premises, during (but not prior to) the Term, against Landlord, Tenant, its End User or any of the Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Premises, or the Base Rent or Additional Rent, including, without limitation, any gross income tax, sales tax, occupancy tax or excise tax levied by any governmental body on or with respect to such Base Rent or Additional Rent. If received by Landlord, Landlord shall promptly deliver to Tenant any bill or invoice with respect to any Imposition. No failure by Landlord to deliver any such bill or invoice shall relieve Tenant or its End User of its responsibility to pay the same in accordance with the terms of this Section 6.1. Nothing herein shall obligate Tenant or End User to pay, and the term Impositions shall exclude the following: (a) transfer taxes as the result of a conveyance by (or suffered by) Landlord; (b) franchise, capital stock, or similar taxes if any, of Landlord; (c) income, excess profits or other taxes, if any, of Landlord, determined on the basis of or measured by its net income; or (d) any estate, inheritance, succession, gift, capital levy or similar taxes, unless the taxes referred to in clauses (b) and (c) above are in lieu of or a substitute for any other tax or assessment upon or with respect to any of the Premises which, if such other tax or

assessment were in effect at the commencement of the Term, would be payable by Tenant or End User. If any assessment against any of the Premises may be paid in installments, Tenant or End User shall have the option to pay such assessment in installments; and, in such event, Tenant or End User shall be liable only for those installments which become due and payable during the Term. Tenant or End User shall prepare and file all tax reports required by governmental authorities which relate to the Impositions. Tenant shall deliver to Landlord copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority and receipts for payments of all Impositions made during each calendar year of the Term, within ten (10) days after payment thereof.

Section 6.2 Indemnity for Impositions. Tenant will work in good faith to resolve any potential lien or judgment for Impositions to be enforced against the Premises. Tenant agrees to defend, indemnify and save Landlord harmless from the payment of such Impositions and any loss, cost, expense (including court costs and reasonable attorneys' fees), or liability ever incurred or suffered by Landlord as a result of Tenant's failure or the failure of its End User to pay such Impositions or any portion thereof in accordance with the provisions hereof.

Section 6.3 Tenant's Right to Contest. Tenant may in good faith and at its sole cost and expense (in its own name, in the name of the End User or in the name of Landlord, solely in its capacity as owner of the Leased Property, or both, as Tenant may determine appropriate) contest the validity or amount of the Impositions or any other taxes, charges, assessments or other amounts, charged or assessed against the Premises, in which event the payment thereof may be deferred during the pendency of such contest. If requested by Tenant, Landlord will join Tenant, solely in its capacity as owner of the Leased Property, as a party to any such contest; provided, that, Landlord shall not be obligated to incur any expense in connection therewith. Nothing herein contained, however, shall be construed to authorize Tenant to allow or to permit the Premises, or any part thereof, to be sold by any city, state, municipal, or other governmental authority for the non-payment of any Impositions.

Section 6.4 Allocations of Impositions Between Parcels. Landlord shall, at its sole cost and expense, have the Premises designated as a separate parcel for taxing purposes, in compliance with all Applicable Laws, so that the Premises are assessed separately from all other property for all tax purposes. If at any time after the Effective Date the Premises are not separately assessed, Tenant shall pay or cause its End User to pay a share of the Impositions attributable to the Premises pursuant to an equitable allocation as reasonably determined by Landlord and Tenant.

Section 6.5 Utilities. Tenant shall pay or cause to be paid all charges for water, heat, gas, electricity, cable, trash disposal, sewers, stormwater and any and all other utilities used on the Premises throughout the Term, including, without limitation, any connection and servicing fees, permit fees, inspection fees and fees to reserve utilities capacity. On Tenant's written request, Landlord will, at Tenant's sole cost and expense, join with Tenant in any application required for obtaining or continuing any utility service relating to the Premises. Tenant shall defend, indemnify and hold Landlord and the Premises harmless from any loss, cost, expense, liability, lien or the like associated with any such utility or service charge. Notwithstanding the foregoing, Landlord shall pay or cause to be paid all charges for any utilities used by Landlord on or off of the Leased Property.

ARTICLE VII
NET LEASE; NO LANDLORD SERVICES

Section 7.1 Net Lease. This is a net lease and Base Rent, Additional Rent and all other sums payable hereunder by Tenant or its End User shall be paid without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense. It is intended that the Base Rent provided for in this Lease shall be absolutely net to Landlord, and accordingly, except as otherwise expressly required under this Lease, Tenant covenants and agrees to pay or cause its End User to pay, as they become due and payable and before they become delinquent, all operating and capital expenses in connection with the construction, operation, maintenance, repair, restoration, use or occupation of the Premises, including, without limitation, the costs, charges and assessments related to Impositions, utilities located within the Leased Property for the operation of the Improvements and insurance.

Section 7.2 No Landlord Services. Tenant expressly agrees that nothing contained in this Lease shall require Landlord to furnish to Tenant or any other occupant of the Premises any water, sewer, gas, heat, electricity, light, power, or any other utilities, labor, materials, or services of any kind whatsoever, except as may be provided in the Master Declaration or as may otherwise be a municipal service provided in the ordinary course by the City of Kenosha.

ARTICLE VIII
TITLE, CONDITION, AND LANDLORD'S REPRESENTATIONS AND WARRANTIES

Section 8.1 Title and Condition.

(a) The Leased Property is demised and let subject to (i) the Permitted Encumbrances, and (ii) all Applicable Laws.

(b) Landlord represents and warrants to Tenant, with the understanding that Tenant is entering into this Lease in reliance thereon, that as of the Effective Date:

(i) Landlord has the full power and authority to enter into and perform this Lease according to its terms and the individual or individuals executing this Lease on behalf of Landlord is authorized to do so;

(ii) except for the Permitted Encumbrances, Landlord has not granted to any Person the right to use or occupy any portion of the Leased Property, and Landlord is not aware of any claim by any Person of the right to do so; and

(iii) Landlord has not received notice of and has no knowledge of any existing or threatened action, suit or proceeding affecting the Leased Property (including, without limitation, proposed or threatened condemnation), in any court or before or by any federal, state, county or municipal or other governmental instrumentality, other than the Kenosha Engine Plant Remediation Action (as defined below).

(iv) Prior to the Effective Date, Landlord has, at its sole expense, complied in all material respects with all applicable laws, ordinances, regulations, statutes, rules, restrictions and permits pertaining to or affecting the Leased Property.

(v) Landlord has not received any written notice stating that it is in default concerning any of its obligations or liabilities that could result in a lien on the Leased Property.

(vi) Landlord has had no work performed which would allow a mechanic's lien to attach to the Leased Property (or, if any such work has been done or will be done hereafter, Landlord will pay for such work in full and remedy any outstanding lien issues at or before the Effective Date).

(vii) No methamphetamine production has occurred on the Leased Property. Landlord has not received any written order from the City of Kenosha police, the County sheriff's department or any health department requiring removal of precursor waste chemicals or remediation and no such orders have been vacated.

(viii) All taxes for all prior years, all governmental liens and all public debts including assessments or impact fees which are currently due and payable, if any, are paid or will be paid by Landlord as of the Effective Date (hereinafter defined).

(ix) Except as may be disclosed in the documents delivered pursuant to Section 16.2 of this Lease, the Leased Property complies in all material respects with all applicable Environmental Laws, including all term and conditions of the Kenosha Engine Plant Remediation Action (as defined below).

(x) Except as disclosed in the documents delivered pursuant to Section 16.2, there are no underground or aboveground storage tanks located on or about the Leased Property.

(xi) Landlord has not granted to any other person any right to purchase all or any portion of the Leased Property and Landlord has or will have as of the Effective Date, good and marketable title to the Leased Property, free and clear of all liens, mortgages, charges and encumbrances except for matters of record and the terms of the Stipulation and Order entered in the matter of In re Old Carco LLC (f/k/a Chrysler LLC) et. al. (Case No. 09-50002 Bankr. S.D.N.Y.).

(xii) As of the Effective Date, there are no contracts, agreements or obligations relating to the Leased Property, which will extend beyond the Effective Date, except matters of record and those previously disclosed to Tenant in writing or delivered to Tenant in accordance with Article IV of this Lease.

(xiii) There are no tenants or persons or entities in possession of or having the right to possess the Leased Property or any part thereof, except for any matters of record as of the Effective Date of this Lease.

(xiv) There are no leases or other occupancy agreements affecting the Leased Property that will remain in effect after the Effective Date except for matters of record as of the date of this Lease.

(c) Tenant acknowledges and agrees that Tenant has examined the condition of title to the Leased Property prior to the execution and delivery of this Lease and has found such title to be satisfactory for the purposes contemplated by this Lease.

(d) Landlord shall promptly deliver to Tenant and Tenant's Mortgagee a written notice of the commencement of any legal action by any governmental authority or third-party affecting the Leased Property, and will make no concessions or settlements with respect to any such action without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS MADE BY LANDLORD HEREIN, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, LANDLORD LEASES AND WILL LEASE AND TENANT TAKES AND WILL TAKE THE LEASED PROPERTY "AS IS" AND "WITH ALL FAULTS," AND TENANT ACKNOWLEDGES THAT LANDLORD (WHETHER ACTING AS LANDLORD HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE LEASED PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO ITS HABITABILITY, ITS FITNESS FOR USE OR PURPOSE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT, OR AS TO VALUE, COMPLIANCE WITH SPECIFICATIONS, LOCATION, USE, CONDITION, MERCHANTABILITY, QUALITY, DESCRIPTION, DURABILITY OR OPERATION, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT ACKNOWLEDGES THAT THE LEASED PROPERTY IS OF ITS SELECTION AND TO ITS SPECIFICATIONS, AND THAT THE LEASED PROPERTY HAS BEEN INSPECTED BY TENANT AND IS SATISFACTORY TO IT.

Landlord hereby covenants and agrees to indemnify, defend, and hold Tenant harmless with respect to all loss or damage suffered by Tenant, caused or arising due to a breach of the representations, warranties or covenants of Landlord contained in this Lease or to Landlord's failure to fulfill its obligations under this Lease, including but not limited to this Article XIII (including reasonable attorneys' fees), and all expenses and reasonable attorneys' fees incurred by Tenant in enforcing its right to such indemnification.

ARTICLE IX
MAINTENANCE AND REPAIR; COMPLIANCE WITH LAWS; INSURANCE

Section 9.1 Repair and Maintenance. Throughout the Term, Tenant, at its sole cost and expense, shall keep and maintain all of the Premises in good repair and condition in a manner consistent with the standard and quality which prevail among properties in the same or similar circumstances involving the use and operations as permitted hereunder (taking into account its then current age), and shall make all repairs, replacements and renewals, foreseen or unforeseen, ordinary or extraordinary, necessary to put or maintain the Premises in such state of repair and condition. Landlord shall not be required to maintain, repair or rebuild all or any part of the Premises pursuant to this Lease, except as otherwise provided herein, including with respect to the Kenosha Engine Plant Remediation Action. In addition, provided that Landlord shall be required to deliver the Leased Property in the condition required under this Lease, including but not limited to Article VIII hereof, Tenant shall keep the Premises in a safe and sanitary condition as required by all Applicable Laws.

Section 9.2 Compliance with Laws. Provided that Landlord shall be required, at Landlord's sole cost and expense, to deliver the Leased Property in the condition required under this Lease, including but not limited to Article VIII hereof, during the Term, Tenant shall comply with and cause the Premises to be in compliance with (i) all Applicable Laws applicable to the Premises or the uses conducted on the Premises, (ii) the provisions of any insurance policies required to be maintained by Tenant or its End User with respect to the Premises, and (iii) the terms of any easements, covenants, conditions and restrictions affecting the Premises which are Permitted Encumbrances or are created after the date of this Lease with Tenant's written approval. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Term because of any of these requirements, but subject to Landlord's obligation to deliver the Leased Property in the condition required under this Lease, including but not limited to Article VIII hereof, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the liability of Tenant or its End User and Landlord shall have no such obligations or liability.

Section 9.3 Property Insurance. Tenant, at its sole expense, shall maintain or cause its End User to maintain, at all times during the Term, property insurance, written on a special form basis or its equivalent, together with boiler and machinery insurance, in an amount not less than the full replacement value of the Premises and the property of Tenant or End User located on or about the Premises. All property insurance and boiler and machinery insurance which may be carried by Tenant or its End User with respect to the Premises and the property of Tenant or the End User located on or about the Premises shall contain or be endorsed with a clause permitting waiver of rights of recovery prior to a loss and waiving all rights of subrogation against Landlord, so long as such a clause is commercially available. Notwithstanding anything to the contrary contained herein, Tenant and Landlord hereby waive all rights of recovery, claims and causes of action that either Party may have against the other Party (and its officers, directors, shareholders, partners, employees and agents) for damages that are actually covered by Tenant's End User's or Landlord's property insurance and boiler and machinery insurance (or that would have been covered had Tenant Parties and Landlord maintained the insurance required under this Lease).

Section 9.4 Liability Insurance. Tenant, or its End User, at its sole expense, shall maintain or cause to be maintained, and shall cause the Tenant Parties to maintain, at all times during the Term, the following insurance policies and coverages:

(a) Wisconsin Workers' Compensation and Employers Liability & Disease with statutory limits of Workers' Compensation insurance.

(b) Commercial General Liability Insurance (including coverage for broad-form contractual liability, ongoing operations, completed operations, explosion, collapse and underground hazards) with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate covering bodily injury, property damage, personal injury, fire, legal, liquor and products and completed operations.

(c) Umbrella (Excess) liability insurance with umbrella liability in policy limits of not less than Two Million Dollars (\$2,000,000) in excess of those required for General Liability and Employer's Liability.

(d) When planning and undertaking any Alterations, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

(e) When planning and undertaking any Alterations, Environmental Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

(f) Notwithstanding the limits set forth in this Section 9.4, Landlord reserves the right to increase, in a commercially reasonable manner, the minimum limits set forth hereinabove upon thirty (30) days advance written notice to Tenant.

Section 9.5 Additional Insureds; Subrogation. Landlord and Tenant shall be named as an additional insured for the General Liability and Umbrella Liability insurance above. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Section 9.6 Builder's Risk Insurance. Tenant, at its sole expense, shall maintain or cause to be maintained, during any period in which any Alterations or other construction activity is occurring on or about the Premises, Builder's risk insurance in such commercially reasonable amounts as Landlord may reasonably require from time to time.

Section 9.7 General Requirements. Prior to the Effective Date, Tenant shall deliver to Landlord certificates of the insurance required under this Lease. All policies of insurance required to be maintained by Tenant or its End User hereunder shall be kept in full force and effect for the term of this Lease and be endorsed with a provision requiring the insurer to give Landlord not less than thirty (30) calendar days' written notice prior to any cancellation, non-renewal or material modification of policy provisions. All policies of insurance required to be maintained by Tenant or its End User under this Lease shall be issued by insurance companies approved by the State of Wisconsin, with a rating of at least "A" per Best's Key Rating Guide, and otherwise reasonably

acceptable to Landlord. From time to time, but no more than once every five years during the Term, Landlord, acting in a commercially reasonable manner, may require that Tenant increase the limits of coverage set forth in any policies of insurance required of Tenant or its End User hereunder.

Section 9.8 Premiums. All premiums and charges for all of said insurance policies shall be paid by Tenant or its End User when due. If Tenant Parties shall fail and neglect to make any payment when due, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount of any premium paid by Landlord shall be repaid by Tenant promptly on demand.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.1 Sublease by Tenant. Tenant shall have the right to sublease the Leased Premises to the End User or to an affiliate thereof.

Section 10.2 Assignment by Landlord. Landlord may, without Tenant's consent, sell or assign all or part of its interest in the Premises, including its interest in this Lease, and Tenant shall attorn to any purchaser or assignee of Landlord's interest, provided such purchaser or assignee shall be bound by this Lease and shall assume Landlord's obligations hereunder from and after the effective date of such sale or assignment.

ARTICLE XI FINANCING

Section 11.1 Tenant's and End User's Financing. Tenant and, to the extent permitted by Tenant, its End User, shall have the right during the Term to subject Tenant's leasehold interest in the Premises to one or more mortgages, deeds of trust, assignments of lease, security agreements, or other methods of financing or refinancing (a "Mortgage"). Tenant shall promptly notify Landlord in writing of the name and address of any Mortgagee, and the name and telephone number of a contact person for such Mortgagee.

Section 11.2 Landlord's Financing. Landlord shall have the right to mortgage its fee title to the Property (excluding the Premises), provided that any such mortgage shall be expressly subordinate to all of the rights and interests of Tenant Parties under this Lease and to the rights of any Mortgagee under this Article XI; it being expressly understood, however, that this shall not be deemed to mean that this is a so-called "subordinated ground lease," and neither Tenant, its End User nor its Mortgagees shall in any event have any lien upon or rights or interest in or to the fee title to any portion of the Leased Property or Landlord's interest in this Lease.

Section 11.3 Notice to Mortgagee. If Tenant shall be in default under this Lease, and the applicable grace period for cure by Tenant shall have expired, Landlord shall send a copy of the written notice of the default to Mortgagee and End User at its address as provided in writing to Landlord by Tenant. Mortgagee and End User shall have thirty (30) days after receipt of the written notice of the default from Landlord within which to cure or remove the default, and if the default cannot with diligence be cured within the thirty (30) day period, then Mortgagee and End

User shall have a reasonable time thereafter to effect such cure (not to exceed ninety (90) days), provided that Mortgagee or End User has commenced to cure such default within the thirty (30) day period, and is actively, diligently and continuously proceeding in good faith to cure such default, and provided further that any delay in curing such default shall not result in a material adverse effect on the value of the Premises. Notwithstanding any other provision of this Lease, Landlord shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to Tenant's default.

Section 11.4 Acceptance of Cure. Landlord will accept performance by Mortgagee of any covenant, agreement or obligation of Tenant contained in the Lease with the same effect as though performed by or on behalf of Tenant.

Section 11.5 New Lease. In the event of the rejection or disaffirmance of this Lease pursuant to any Debtor Relief Laws, Landlord will enter into a new lease (the "New Lease") of the Leased Property with any Mortgagee holding a lien that is a first and senior lien upon the leasehold estate of Tenant. The New Lease shall be identical to this Lease and be effective as of the date of rejection or disaffirmance of this Lease and shall be upon the same terms and provisions contained in this Lease provided that no additional Base Rent shall be payable provided that Tenant has previously paid the one-time Base Rent payment required under Section 3.1 above and shall have a term equal to the remaining portion of the Term hereof. In order to obtain a New Lease, Mortgagee must make a written request to Landlord for the New Lease within thirty (30) days after Mortgagee receives written notice from Landlord of the effective date of rejection or disaffirmance of this Lease, as the case may be, and following receipt of such request, Landlord shall deliver such New Lease to Mortgagee for review, and Landlord and Mortgagee shall thereafter work together in good faith to finalize and execute such New Lease. In addition, Mortgagee must, prior to the execution of the New Lease by Landlord and Mortgagee, cure all defaults under this Lease that are reasonably susceptible to cure by Mortgagee and pay to Landlord all Additional Rent and other sums that would have been due and payable by Tenant under this Lease, if any, but for the rejection, disaffirmance or termination. Mortgagee's rights under this Section 11.5 are in addition to, and not limited by, Mortgagee's right to cure under Section 11.3.

Section 11.6 Delay for Foreclosure. If Landlord has given Mortgagee notice of Tenant's default under Section 11.3 and Mortgagee desires to cure Tenant's default but is unable to do so while Tenant is in possession of the Leased Property, or during the period of time that Mortgagee's proceedings are stayed by reason of Tenant being subject to any Debtor Relief Laws, then Mortgagee shall have the right to postpone the specified date for effecting a cure of this Lease or obtaining a New Lease for a period reasonably sufficient to enable Mortgagee or its designee to acquire Tenant's interest in this Lease by foreclosure of its Mortgage or otherwise, as long as (i) Mortgagee pays Landlord the Additional Rent and other sums due under this Lease, if any, during the postponement, (ii) during the postponement, all other obligations of Tenant under this Lease shall be duly performed, to the extent that Mortgagee can do so, and (iii) Mortgagee is actively, diligently and continuously proceeding in good faith to obtain an appropriate release from any applicable court order or restraint and, upon such release, Mortgagee promptly commences and actively, diligently and continuously proceeding in good faith to complete all steps and proceedings necessary for the consummation of such foreclosure or transfer in lieu of foreclosure. Mortgagee shall exercise the right to extend the cure period or the date for obtaining a New Lease

by giving Landlord written notice prior to the last date that Mortgagee would otherwise be entitled to elect a cure or obtain a New Lease and by tendering to Landlord any Additional Rent and other charges then in default.

Section 11.7 No Surrender; Failure of Mortgagee to Comply. If Landlord has received written notice of the name, address and the name and telephone number of a contact person for a Mortgagee of any Mortgage as provided in Section 11.1, Landlord will not accept a voluntary surrender of this Lease without the prior written consent of such Mortgagee, which consent shall not be unreasonably withheld.

Section 11.8 Nonliability for Covenants. The provisions of this Article XI are for the benefit of a Mortgagee and may be relied upon and shall be enforceable by a Mortgagee. Neither a Mortgagee nor any other holder or owner of the indebtedness secured by a Mortgage or otherwise shall be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until Mortgagee or that holder or owner acquires the interest of Tenant.

Section 11.9 Certain Conditions; Rights of Landlord. Notwithstanding anything contained herein to the contrary, any Mortgage executed by Tenant shall be subject to each and all of the covenants, conditions, restrictions and provisions set forth in this Lease and the Master Declaration, and to all rights of Landlord hereunder and thereunder, except as herein otherwise expressly provided.

Section 11.10 No Subordination of Fee. This Lease is an unsubordinated ground lease. Nothing contained in this Lease shall be or ever will be construed as a subordination of Landlord's fee interest in the Leased Property or its reversionary interest in the Improvements to any Mortgage.

ARTICLE XII CASUALTY

Section 12.1 Damage or Destruction. If the Improvements are damaged or destroyed by fire or other casualty during the Term, Tenant shall or shall cause its End User to (i) promptly give written notice of such damage or destruction to Landlord, and (ii) at its own cost and expense, promptly and diligently repair, restore and replace the Improvements substantially in compliance with the original plans therefor or in compliance with such modified plans as shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant or its End User shall commence such work of repair, restoration or replacement to the Improvements within sixty (60) days after the receipt of insurance proceeds, and shall thereafter diligently pursue such repair, restoration or replacement to its completion. The parties agree to coordinate all demolition, debris removal, disposal, access, staging, construction and other related items, to the extent reasonably possible, so the same does not materially interfere with the use and enjoyment of the Property, provided that such coordination shall not prevent Tenant or its End User from fulfilling its obligations hereunder. Tenant shall abide by and cause the contractors and suppliers to abide by such reasonable rules and procedures as Landlord may deem necessary to minimize noise, traffic, fumes, vibration or other construction related disruptions. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs,

restoration and replacement. Notwithstanding the foregoing, Tenant's obligation to repair, restore or replacement of the Improvements shall be limited to the amount of the insurance proceeds received by Tenant or its End User in connection with such casualty.

ARTICLE XIII CONDEMNATION

Section 13.1 Notice. The Party receiving or otherwise becoming aware of one or more of the following notices shall promptly notify the other Party and Tenant's or End User's Mortgagee of the receipt, content and date of such notice: (i) Notice of Intended Taking; (ii) service of any legal process relating to condemnation of the Premises; (iii) notice in connection with any proceedings or negotiations with respect to such condemnation; or (iv) notice of intent or willingness to make or negotiate a private purchase in lieu of condemnation or a sale or transfer in lieu of condemnation.

Section 13.2 Representation. Landlord and Tenant shall each have the right to represent its respective interest in each condemnation proceeding or negotiation and to make full proof of claims. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of Landlord and Tenant. Landlord and Tenant shall each execute and deliver to the other Party any instruments that may be reasonably required to effect or facilitate the provisions of this Lease relating to condemnation.

Section 13.3 Total or Substantial Taking. On a Total Taking, this Lease shall terminate on the date of such Total Taking. On a Substantial Taking, this Lease shall terminate on the date of such Substantial Taking. If a Taking is not a Total Taking, Tenant shall elect to treat such Taking as a Substantial Taking or a Partial Taking by notice to Landlord within ninety (90) days after Tenant receives or becomes aware of the applicable Notice of Intended Taking. If Tenant elects to treat the Taking as a Partial Taking, or fails to deliver any notice, the Taking shall be deemed a Partial Taking. In the event of a Total Taking or a Substantial Taking, Tenant or its End User may continue to occupy the Premises until the condemning authority takes physical possession thereof. Notwithstanding the foregoing, in the event of a Substantial Taking, Tenant may elect to deliver possession of the Premises to Landlord prior to the date the condemning authority takes physical possession thereof. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the date of Taking. Tenant's right or its End User's right to apportionment of or compensation from the Award, if any, shall then accrue as of the date of Taking.

Section 13.4 Partial Taking. On a Partial Taking, this Lease shall remain in full force and effect covering the remainder of the Premises. Promptly after a Partial Taking, Tenant, or its End User, at its sole expense, shall repair, alter, modify or reconstruct the Improvements in accordance with the terms of this Lease, so as to make the Improvements reasonably suitable for Tenant's or its End User's continued occupancy for the uses and purposes for which the Leased Property is leased; provided, that if the reasonably estimated cost of the work represents more than fifty percent (50%) of the fair market value of the Improvements before the Taking, Tenant or its End User may elect to treat the Taking as a Substantial Taking. If Tenant or its End User does not repair, alter, modify or reconstruct the Improvements in accordance with the terms of this Lease,

the cost thereof shall be deducted from Tenant's or End User's share of the Award and paid to Landlord.

Section 13.5 Allocation of Award. Any Award shall be allocated to Landlord (except any portion thereof allocated to Tenant's or its End User's personal property, fixtures, relocation benefits, or the value of Improvements to the extent the Tenant or its End User has paid for such Improvements) and Tenant shall have no interest therein.

Section 13.6 Temporary Takings. In the event of any Taking of the temporary use of all or any part or parts of the Premises for a period of less than three hundred sixty-five (365) days and such period does not extend beyond the expiration date of the Term, neither the Term nor the Rent shall be reduced or affected in any way. If, as a result of the Taking for temporary use, Tenant or its End User is required to make expenditures for repairs, alterations, modifications or reconstruction of the Improvements to make them economically viable and practical as a whole, Tenant or its End User shall receive, hold and disburse its share of any Award in trust for such work. At the completion of the work and the discharge of the Premises from all liens and claims, Tenant or its End User shall be entitled to any surplus and shall be liable for any deficit. If any such Taking is for a period of more than three hundred sixty-five (365) days or extends beyond the expiration date of the Term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

Section 13.7 Waiver. The rights of Landlord and Tenant regarding any Taking shall be as set forth in this Article XIII, and each Party hereby waives the provisions of any present or future law allowing either Party to petition any court to terminate this Lease.

ARTICLE XIV WAIVER. DEFAULT; CERTAIN RIGHTS AND REMEDIES

Section 14.1 Default. The occurrence of any one or more of the following events shall constitute a default by Tenant and a breach of this Lease: (i) a failure by Tenant or its End User to make any payment of Additional Rent or other sum herein required to be paid by Tenant Parties which continues unremedied for a period of thirty (30) days after written notice thereof is given to Tenant by Landlord; (ii) failure by Tenant to perform and observe, or a violation or breach of, any other provision in this Lease and such default shall continue for a period of ninety (90) days after written notice thereof is given by Landlord to Tenant, or if such default is of such a nature that it cannot reasonably be cured within such period of ninety (90) days, such period shall be extended for such longer time as is reasonably necessary, provided that Tenant or its End User has commenced to cure such default within said period of ninety (90) days, and is actively, diligently and in good faith proceeding with continuity to remedy such default.

Section 14.2 Landlord's Right to Cure Tenant's Default. After expiration of the applicable time for curing any default by Tenant hereunder (including any applicable Mortgagee notice and cure period), or before the expiration of such cure period in the event of emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, and any amount so paid and the reasonable cost of any such cure shall be deemed to be Additional Rent immediately payable by Tenant to Landlord upon demand. No such payment or

performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord's authorized representative, may enter the Premises for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

Section 14.3 Landlord's Remedies. If any default by Tenant shall continue uncured after notice of default and beyond the cure period permitted by this Lease (including any extended notice and cure period for Tenant's Mortgagee), Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

(a) Landlord may, in its sole and absolute discretion, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord for all reasonable costs and expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease as Additional Rent.

(b) Landlord may, in its sole and absolute discretion, take whatever action at law or in equity may be necessary or desirable to collect any amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of Tenant.

(c) Landlord may, in its sole and absolute discretion, upon written notice to Tenant and Tenant's Mortgagee, enter upon and take possession of the Premises, without terminating this Lease, and expel or remove Tenant and any other Person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs incurred by Landlord in reletting the Premises, including, without limitation, rent and other concessions, brokerage commissions, advertising expenses, and attorneys' fees and any other reasonable costs incurred by Landlord in connection therewith. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, the Parties agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

(d) Landlord may, in its sole and absolute discretion, use Tenant's personal property (but not the property of any End User) without compensation and without liability for use or damage, or store such personal property for the account and at the cost of Tenant. The election of one remedy for any one item of Tenant's personal property shall not foreclose an election of any other remedy for another item of Tenant's personal property or for the same item at a later time.

Section 14.4 No Waiver. Forbearance by Landlord to enforce one or more of the remedies herein provided upon a default by Tenant shall not be deemed or construed to constitute a waiver of Landlord's right to enforce any such remedies with respect to any subsequent default. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no

acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except as by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to other than existing or subsequent breach thereof.

Section 14.5 Right to Contest. No provision of this Article XIV shall limit or affect in any way affect Tenant's right to contest any Imposition under Section 6.3 above.

ARTICLE XV NON-LIABILITY OF LANDLORD

Section 15.1 Landlord's Non-Liability. Except as specifically set forth in this Lease as Landlord's obligation, Landlord shall not be liable for any loss, damage, injury (including death), liability, cost, expense, claim, demand or cause of action of any kind or character to any Person or property arising from, related to or caused by (i) any use of the Premises or any part thereof by Tenant or any third parties, (ii) any defect in the design, construction of or material in the Improvements, (iii) any defect of soils or in the preparation of soils or in the design and accomplishment of grading, (iv) the presence or existence of any Hazardous Substances in, on or around the Premises caused by Tenant or its End User, (v) any negligent act or omission of Tenant, its End User or of any of their agents, representatives, contractors, employees, servants, customers, licensees or invitees, (vi) any accident on the Premises or any fire or other casualty thereon, (vii) Tenant's or End User's failure to maintain the Premises in safe condition, (viii) any accident off the Premises caused by negligent acts or occurrences on the Premises, or (ix) the breach by Tenant of any of its obligations under this Lease. Tenant, as a material part of the consideration of this Lease, waives on its behalf all claims and demands against Landlord for any such claims.

Section 15.2 Indemnification by Tenant and Landlord. Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold Landlord and its Affiliates, and their respective owners, officers, directors, employees and agents (collectively, the "**Landlord Indemnified Parties**"), harmless from any and all liability, loss, damage, cost, expense, claim, demand or cause of action of any kind or character (collectively, "**Claims**"), including court costs and reasonable attorneys' fees, arising from or out of (i) any occurrence in, upon, at or about the Premises during the Term; (ii) the operation, occupancy, use, subleasing, construction upon or maintenance of the Premises by Tenant or any of the Tenant Parties; (iii) any act, omission, negligence or misconduct by Tenant or any of the Tenant Parties; and (iv) any breach by Tenant of this Lease. Landlord shall notify Tenant within a reasonable length of time after discovery of any Claim. Tenant, at Tenant's expense, shall defend Landlord against any such Claim and shall engage counsel satisfactory to Landlord to prosecute Landlord's defense of such Claim. If Tenant fails or refuses to defend Landlord or engage counsel satisfactory to Landlord within ten (10) days after Tenant's receipt of notice of any Claim, Landlord may defend such claim and seek to recover its attorneys' fees, costs, expenses and damages from Tenant as Additional Rent. This Section 15.2 shall not apply to any Claim resulting from the gross negligence or willful misconduct of Landlord. The obligations of Tenant under this Section 15.2 shall survive any termination of this Lease.

Landlord shall indemnify, defend (by counsel acceptable to Tenant) and hold Tenant and its Affiliates, End Users and their respective owners, officers, directors, employees and agents (collectively, the "**Tenant Indemnified Parties**"), harmless from any and all Claims, including court costs and reasonable attorneys' fees, arising from or out of (i) any act, omission, negligence or misconduct by Landlord or any of the Landlord Parties; and (ii) any breach by Landlord of this Lease. Tenant shall notify Landlord within a reasonable length of time after discovery of any Claim. Landlord, at Landlord's expense, shall defend Tenant against any such Claim and shall engage counsel satisfactory to Tenant to prosecute Tenant's defense of such Claim. If Landlord fails or refuses to defend Tenant or engage counsel satisfactory to Tenant within ten (10) days after Landlord's receipt of notice of any Claim, Tenant may defend such claim and seek to recover its attorneys' fees, costs, expenses and damages from Landlord. This Section 15.2 shall not apply to any Claim resulting from the gross negligence or willful misconduct of Tenant. Nothing contained in this Agreement is intended to be a waiver or estoppel by the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.48 and 345.05. To the extent that indemnification is available and enforceable against the City, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipalities established by Wisconsin law. The obligations of Landlord under this Section 15.2 shall survive any termination of this Lease and shall extend to the End User, which is an intended third party beneficiary hereof.

ARTICLE XVI ENVIRONMENTAL MATTERS

Section 16.1 No Use of Hazardous Substances. Neither Party nor any of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, End Users, concessionaires, invitees or other occupants of the Premises (each, as applicable, a "**Tenant Party**" or a "**Landlord Party**") shall use, generate, manufacture, refine, produce, process, store or dispose of any Hazardous Substances in, on, under or about the Premises or transport any Hazardous Substances to, from or across the Premises, except in compliance with all Applicable Laws. The Tenant Parties and Landlord Parties shall, at their own expense, procure, maintain in effect and comply with all conditions of all Applicable Laws and all permits, licenses and other governmental and regulatory approvals required for the storage or use by such Tenant Party or Landlord Party of Hazardous Substances in, on, under or about the Premises, including discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

Section 16.2 Existing Environmental Conditions. Landlord shall indemnify, defend (by counsel acceptable to Tenant), protect, and hold Tenant, End User, and any Mortgagee of Tenant or End User harmless from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) resulting from, arising from or caused in whole or in part, directly or indirectly, by any of the existing environmental conditions at or prior to the Effective Date ("**Existing Environmental Conditions**"), including, without limitation, with respect to all conditions and obligations related to the ongoing site-wide remediation of the former Kenosha Engine Plant, identified by the Wisconsin Department of Natural Resources ("**WDNR**") as

BRRTS# 02-30-000327 FID 230004500 (the “**Kenosha Engine Plant Remediation Action**”). Landlord shall be responsible for any remediation and monitoring obligations in connection with the Kenosha Engine Plant Remediation Action, provided that Tenant will cooperate with Landlord and WDNR as necessary in order to permit Landlord to fulfill such obligations. Tenant shall, during construction of the Improvements, comply or cause compliance with the soil management plan associated with the Kenosha Engine Plant Remediation Action. Landlord shall reasonably consider a request for contribution to any site development costs arising as a result of the Kenosha Engine Plant Remediation Action, including compliance with the soil management plan, and shall otherwise retain possession, control and responsibility for any Existing Environmental Conditions.

Section 16.3 Remediation of Hazardous Substances/Indemnification. If Tenant or any of the Tenant Parties causes any contamination of the Premises by introducing Hazardous Substances to the Premises or violating any existing obligation identified in the Kenosha Engine Plant Remediation Action at any time after the Effective Date (collectively, “**Tenant Responsible Contamination**”), then Tenant, at its sole cost and expense, shall promptly and diligently remove or otherwise remediate such Tenant Responsible Contamination in accordance with Applicable Laws, and shall indemnify, defend (by counsel acceptable to Landlord), protect, and hold Landlord harmless from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including reasonable attorneys’ fees and costs through litigation and all appeals) arising from or caused in whole or in part, directly or indirectly, by any of the Tenant Responsible Contamination.

Section 16.4 Notice of Hazardous Substances. Each Party shall immediately notify the other Party and Tenant’s Mortgagee in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Applicable Laws related to Hazardous Substances of which such Party becomes aware; (ii) any claim made or threatened by any Person against either Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances on or about the Premises of which such Party becomes aware; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Substances in or removed from the Premises, including any complaints, notices, warnings or asserted violations in connection therewith, all on receipt by either Party of knowledge of any of the foregoing matters. Each Party shall also supply to the other Party, as promptly as possible, and in any event within five (5) business days after such Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant’s use thereof.

ARTICLE XVII MISCELLANEOUS

Section 17.1 Surrender of Premises. Except as herein otherwise expressly provided in this Lease, Tenant shall surrender and deliver up the Premises to Landlord at the expiration or other termination of this Lease or of Tenant’s right to possession hereunder, without delay, in good order, condition and repair but subject to reasonable wear and tear, free and clear of all liens and encumbrances other than the Permitted Encumbrances, and without any payment or allowance whatsoever by Landlord on account of the Improvements. The Improvements shall become the

property of Landlord upon such expiration or termination without further conveyance documents required; provided, Tenant shall execute a quit claim deed conveying the same to Landlord upon request. Tenant shall remove its personal property (but not fixtures) from the Improvements prior the expiration of the Term, and Tenant shall repair all damage to the Premises resulting from the removal of such personal property. Any personal property or fixtures of Tenant which shall remain on or about the Premises after Tenant has surrendered possession of the Premises shall be deemed to have been abandoned by Tenant, and at the option of Landlord and in addition to its other rights and remedies, such property: (i) may be retained by Landlord as its property; (ii) may be disposed of by Landlord in such manner as Landlord shall determine, without accountability to any Tenant or any other Person; or (iii) may be promptly removed by Landlord at Tenant's expense. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant. The terms of this Section 17.1 shall survive any termination of this Lease.

Section 17.2 Tenant's Right to Quiet Enjoyment. So long as Tenant has paid all Rent and is not in default under this Lease, Tenant shall hold and enjoy the Leased Property during the Term without interference by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease and the Permitted Encumbrances.

Section 17.3 Entry and Inspection. Tenant shall permit Landlord and its authorized representatives to enter the Premises at reasonable times, upon at least forty eight (48) hours' written notice (or without advance notice in case of emergency) for the purpose of (i) inspecting the same, and (ii) making any repairs, maintenance or replacements or performing any work that is Tenant's responsibility under this Lease and that Tenant has not been cured following any applicable cure period, as set forth in Section 14.2. Nothing herein shall imply any duty upon the part of Landlord to perform any such repairs, maintenance, replacements or work, and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. During the progress of any work on or about the Premises being performed by Landlord pursuant to the provisions of this Section 17.3, Landlord may keep and store therein all necessary materials, tools, supplies and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the performance of such repairs, maintenance, replacements or work, or on account of bringing materials, tools, supplies and equipment on or about the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby, provided that Landlord shall, in exercising its rights under this Section 17.3, make all commercially reasonable efforts to avoid interfering with the occupancy and use of the Premises by Tenant.

Section 17.4 Estoppel Certificates. Landlord and Tenant shall, at any time and from time to time upon not less than ten (10) business days prior written request by the other Party, execute, acknowledge, and deliver to the other Party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), and (ii) to the knowledge of such Party, no default exists hereunder on the part of the Party providing the Estoppel Certificate or the other Party (except that if the certifying Party has knowledge of any such default, the certifying Party shall specify such default), it being intended that any such statement delivered pursuant to this Section 17.4 may be relied upon by any prospective purchaser or encumbrancer

(including assignees) of the this Lease, the leasehold estate created thereby or the fee estate in and to the Premises, or any portion thereof.

Section 17.5 Release. If requested by Landlord, Tenant shall, upon termination of this Lease, execute and deliver to Landlord an appropriate release, in form proper for recording, of all Tenant's interest in the Premises.

Section 17.6 Non-Merger. There shall be no merger of this Lease, or the leasehold estate created hereby, with the fee estate in and to the Leased Property by reason of the fact that this Lease, the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any Person who shall own the fee estate in and to the Leased Property, or any portion thereof, and no such merger shall occur unless and until all Persons at the time having any interest in the fee estate and all Persons having any interest in this Lease, the leasehold estate including the holder of any mortgage upon the fee estate in and to the Leased Property, shall join in a written instrument effecting such merger.

Section 17.7 Holdover. If Tenant, with Landlord's consent, remains in possession of the Premises or any part of it after the expiration of the Term, such occupancy shall be a tenancy from month-to-month subject to all provisions of this Lease pertaining to Tenant's obligations, provided that under no circumstances shall Tenant be obligated to pay any additional Base Rent in connection with any such holdover. If Tenant fails to surrender the Premises on expiration of this Lease despite Landlord's demand to do so, Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold Landlord harmless from all loss or liability, including any claims made by any succeeding lessee, based on or resulting from Tenant's failure to surrender the Premises, and Landlord shall be entitled to the benefit of all laws respecting summary recovery of possession.

Section 17.8 Notices. All notices, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Landlord or Tenant under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth below, as the same is modified in accordance herewith:

If to Landlord: City of Kenosha
625 52nd Street, Room 105
Kenosha, WI 53140
Attn: City Clerk
Email: cityclerk@kenosha.org

With a copy to:

Office of the City Attorney
City of Kenosha, Wisconsin
625 52nd Street, Room 201
Kenosha, WI 53140
Attn: City Attorney
Email: webcityattorney@kenosha.org

If to Tenant: Kenosha Innovation Neighborhood, Inc. ("KIN")
c/o Kenosha Area Business Alliance
5500 6th Ave #200
Kenosha, WI 53140
Attn: Board President (KIN)
Email: N/A

With a copy to: Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
Attn: Bruce A. Keyes
Email: *bkeyes@foley.com*

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if sent by hand delivery, on the date of delivery; (ii) one (1) business day after delivery to a commercial overnight delivery service, (iii) if sent by United States mail (as registered or certified mail), five (5) days after the date of deposit; or (iv) on the date sent by email, provided said notice is also sent by one of the other methods within one business day thereafter. The refusal to accept delivery shall constitute acceptance.

Section 17.9 Successors and Assigns. The word "Landlord" as used in this Lease shall extend to and include any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Leased Property, and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of and are binding upon Landlord shall also inure to the benefit of and shall be, jointly and severally, binding upon the successors, assigns, and grantees of Landlord, and each of them, and any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Leased Property hereby demised. The word "Tenant" as used in this Lease shall extend to and include any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Tenant hereunder, including its End User, and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of or are binding upon Tenant shall also inure to the benefit of and be jointly and severally binding upon the successors, assigns, End User or other representatives of Tenant, and of all Persons who shall at any time or from time to time during the term of this Lease succeed to the interest and estate of Tenant hereby created in the Leased Property. This Section 17.9 shall not be construed as a consent to any sale, assignment, transfer or other disposition made otherwise than as expressly permitted by this Lease.

Section 17.10 Modifications. This Lease may be modified only by written agreement signed by Landlord and Tenant and consented to in writing by Tenant's Mortgagee.

Section 17.11 Captions and Headings. The captions and headings in this Lease are for convenience only, are not a part of this Lease, do not in any way limit or amplify the terms and provisions hereof, and are not to be considered in the construction of the provisions of this Lease.

Section 17.12 No Joint Venture. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

Section 17.13 Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to any Person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be in force to the fullest extent permitted by law.

Section 17.14 Governing Law; Venue. This Lease is being executed and delivered, and is intended to be performed, and shall be governed, interpreted, construed, and enforced under the laws of the State, without regard to its conflict of laws. In the event that either party brings any action against the other under this Lease, the parties agree that venue for such action shall be in state court of Kenosha County or, if required, in the United States District Court for the Eastern District of Wisconsin.

Section 17.15 Entire Agreement. This Lease and the other Transaction Documents contain the entire agreement between Landlord and Tenant relating to the subject matter of this Lease, and supersede all prior agreements and understandings with respect thereto. The Parties are executing this Ground Lease Agreement voluntarily and without any duress or undue influence. The Parties have carefully read this Ground Lease Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The Parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Ground Lease Agreement.

Section 17.16 Multiple Counterparts. This Lease may be executed in a number of identical counterparts, each of which constitutes an original and all of which constitute, collectively, one agreement; provided, however, that in making proof of this Lease, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart. Counterpart signature pages to this Lease may be delivered by facsimile or electronic delivery and each such counterpart signature page shall constitute an original for all purposes.

Section 17.17 Time of Essence. Time is of the essence with respect to all provisions of this Lease.

Section 17.18 Memorandum of Lease. The parties shall (i) enter into a memorandum of this Lease in substantially the form attached hereto as Exhibit C or (ii) agree to record this Lease. In the event of any discrepancy between the provisions of said recorded Memorandum of this Lease and the provisions of this Lease, the provisions of this Lease shall prevail. Tenant agrees to pay when due and payable any and all charges, recording costs and taxes required in connection with the recordation of such memorandum of this Lease.

Section 17.19 Attorneys' Fees. If any litigation ensues with respect to the rights, duties, or obligations of the Parties under this Lease, the unsuccessful Party in any such action or

proceeding shall pay for all costs, expenses, and reasonable attorney's fees incurred by the prevailing Party in enforcing or interpreting this Lease. The term "prevailing Party," as used herein, shall include, without limitation, the Party obtaining greater relief when compared against the other Party, whether by compromise, settlement or judgment.

Section 17.20 Construction of Lease. The terms and provisions of this Lease represent the results of negotiations between the Parties, each of which has been represented by legal counsel of its selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties hereby expressly waive and disclaim in connection with the interpretation and construction of this Lease any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Lease shall be interpreted or construed against the Party whose attorney prepared this Lease or any earlier draft of this Lease.

Section 17.21 Business Day Deadlines. If any date for the performance of any obligation by Landlord or Tenant or for the delivery of any instrument or notice falls on a Saturday, Sunday, or legal holiday, then compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

Section 17.22 Waiver. Failure by either Party to enforce any of the provisions of this Lease for any length of time shall not be deemed a waiver of its rights set forth in this Lease. Such a waiver may be made only by an instrument in writing signed by the Party sought to be charged with the waiver.

Section 17.23 Authority. The execution and performance of this Lease by each Party is authorized by all applicable laws, regulations, and necessary action of each Party's governing entity, and this Lease constitutes the valid and binding obligation of each Party, enforceable in accordance with its terms.

Section 17.24 Commission. Landlord and Tenant represent and warrant to the other that they have not engaged, employed, or dealt with any broker, agent or finder in connection with this Lease.

Section 17.25 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.

Section 17.26 Remedies. Each Party to this Lease shall be liable to the other Party hereto only for actual direct damages to such other Party and in no event shall either Party be liable for any special, consequential or punitive damages.

Section 17.27 Non-Recourse to Landlord. The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection with any Transaction Document or any other ancillary agreement or Landlord's ownership or operation of the Property shall be limited to the interest of Landlord in the Leased Property and the rent paid to Landlord under this Lease. Tenant agrees to look solely to Landlord's interest in the Leased Property and the rent paid to Landlord under this Lease for the recovery of any judgment against Landlord, and Landlord shall not be personally liable for any such judgment. The limitation of liability set forth in the preceding sentences shall apply equally and inure to the benefit of Landlord's present and future owners, officers and directors, and their respective successors and assigns.

Section 17.28 Incorporation of Exhibits. All materials attached to this Lease as exhibits are incorporated by reference as a part of this Lease for all purposes as if set forth verbatim in the text of this Lease.

Section 17.29 Force Majeure. Neither Landlord nor Tenant shall be considered in default in its obligations to be performed hereunder if delay in the performance of such obligations is due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, failure or delay of the other party in the performance of its obligations hereunder, changes in the plans ordered by governmental authority or Landlord, unreasonable delay caused by governmental authority, fires, floods, unusually severe weather, epidemics, pandemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes ("Force Majeure Delay"), in each case which has the effect of making it impossible (as distinguished from impracticable) for Landlord or Tenant, as the case may be, to perform its obligations hereunder. Nothing in this Section 17.29 shall excuse, extend or abate Tenant's obligation to pay the Base Rent, Additional Rent and other sums due hereunder. It is the purpose and intent of this Section 17.29 that in the event of a Force Majeure Delay, the time or times for performance of such obligations shall be extended for the period of the Force Majeure Delay; provided, however, that the party seeking the benefit of the provisions of this Section 17.29 shall promptly and diligently pursue resolution of the causes of delay and within twenty (20) days after the beginning of such Force Majeure Delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within twenty (20) days after the end of the delay, notify the other party in writing of the duration of the delay.

(Remainder of page left intentionally blank; signatures follow on next page)

IN WITNESS WHEREOF, each of the Parties hereto has caused this Lease to be executed by a duly authorized officer thereof as of the day and date first above written.

LANDLORD:

CITY OF KENOSHA, WISCONSIN,
a municipal corporation

By: _____
Name: JOHN M. ANTARAMIAN
Title: Mayor

Attest: _____
Name: MICHELLE L. NELSON
Title: City Clerk/Treasurer

APPROVED AS TO FORM ONLY:

By _____
EDWARD R. ANTARAMIAN
City Attorney

Date: _____

TENANT:

KENOSHA INNOVATION NEIGHBORHOOD, INC.,
a Wisconsin non-stock corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
Property Legal Description

See attached.

EXHIBIT B
Leased Property Depiction

See attached.

EXHIBIT C
Memorandum of Lease

See attached.

**MEMORANDUM OF GROUND
LEASE**

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is made this ___ day of _____, 20___, by and between the City of Kenosha, Wisconsin, a municipal corporation ("**Landlord**"), and Kenosha Innovation Neighborhood, Inc., a Wisconsin non-stock corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord owns certain real property in the City of Kenosha, Kenosha County, State of Wisconsin, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**");

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated _____, 20___ (the "**Lease**"), which Lease is for a term of ninety-five (95) years, commencing on _____ (the "**Commencement Date**") and expiring on the ___ anniversary thereof, pursuant to which Landlord has leased to Tenant, and Tenant has leased from Landlord, a portion of the Property, as more particularly described on Exhibit B

attached hereto and made a part hereof (the "**Leased Property**"), excepting all buildings, structures and improvements hereafter located on the Leased Property ("**Improvements**"). The Leased Property and the Improvements are collectively referred to as the "**Premises**"; and

WHEREAS, Landlord and Tenant desire to execute this Memorandum to give public record notice of the Lease and Tenant's right, title and interest in and to the Premises.

NOW, THEREFORE, this Memorandum is hereby executed for the purpose of recording in the office of the Register of Deeds for Kenosha County, Wisconsin, in order to give public record notice of the Lease and all rights granted to Tenant therein relating to the Premises. The provisions of this Memorandum do not in any way change or affect the terms, covenants and conditions of the Lease, all of which terms, covenants and conditions shall remain in full force and effect.

[Signature page follows]

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, this Memorandum has been executed and delivered as of the date first set forth above.

LANDLORD:

CITY OF KENOSHA, WISCONSIN,
a municipal corporation

By: _____
Name: _____
Title: Mayor

Attest: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM ONLY:

By _____
City Attorney

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20__, the above-named _____ to me known to be the _____ of _____, an _____, who executed the foregoing instrument on behalf of such limited liability company and acknowledged the same.

NOTARY PUBLIC, State of _____
My Commission is/expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20__, the above-named _____ to me known to be the _____ of _____, an _____, who executed the foregoing instrument on behalf of such limited liability company and acknowledged the same.

NOTARY PUBLIC, State of _____
My Commission is/expires _____

TENANT:

KENOSHA INNOVATION NEIGHBORHOOD, INC.
a Wisconsin non-stock corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20__, the above-named _____ to me known to be the _____ of _____, an _____, who executed the foregoing instrument on behalf of such limited liability company and acknowledged the same.

NOTARY PUBLIC, State of _____
My Commission is/expires _____

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Legal Description of the Leased Property

EXHIBIT G

Leases and Encumbrances

1. Agreement recorded as Document No. 338605. (Affects Parcel E)
2. 15' Easement for Public Use disclosed by Resolution recorded as Document No. 458651. (Affects Parcel E)
3. Unrecorded Agreements Licenses, Contracts, Permits and Leases disclosed by Warranty Deed recorded as Document No. 474652. (Affects Parcels E and L)
4. Easement granted to Wisconsin Natural Gas Company recorded as Document No. 548061. (Affects Parcel E)
5. Covenants, conditions and recorded as Document No. 665317, providing for no forfeiture or reversion of title in case of violation. (Affects Parcel E)
6. Easement granted to Wisconsin Electric Power Company recorded as Document No. 670928. (Affects Parcel K)
7. Easement granted to Wisconsin Electric Power Company recorded as Document No. 673975. (Affects Parcel K)
8. Easement granted to Wisconsin Electric Power Company recorded as Document No. 691007. (Affects Parcels E and L)
9. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of alleys now vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said alleys. A certified copy of said resolution was recorded on April 30, 1992, as Document No. 893745. (Affects Parcel A)
10. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of an alley now vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said alley. A certified copy of said resolution was recorded on June 17, 1993, as Document No. 930031. (Affects Parcel D)
11. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of an alley now vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said alley. A certified copy of said resolution was recorded on October 30, 1997, as Document No. 1075018. (Affects Parcel C)
12. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and

repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of an alley now vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said alley. A certified copy of said resolution was recorded on November 12, 1999, as Document No. 1165394. (Affects Parcel E)

13. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of 55th Street now partially vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said 55th Street. A certified copy of said resolution was recorded on January 17, 2000, as Document No. 1170168. (Affects Parcels A and B)
14. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of 56th Street now partially vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said 56th Street. A certified copy of said resolution was recorded on January 17, 2000, as Document No. 1171069. (Affects Parcels B and C)
15. Covenants, conditions and restrictions recorded as Document No. 1175084, providing for no forfeiture or reversion of title in case of violation.
16. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of 56th Street, 25th Avenue and alleys now partially vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said 56th Street, 25th Avenue and alleys. A certified copy of said resolution was recorded on March 13, 2001, as Document No. 1210805. (Affects Parcels E and F).
17. Easement granted to Wisconsin Electric Power Company recorded as Document No. 1228725. (Affects Parcel E)
18. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66 1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of an alley now vacated, together with the right to install, erect and maintain in the future such additional overground and underground public service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said alley. A certified copy of said resolution was recorded on August 22, 2001, as Document No. 1232486. (Affects Parcels G, H and I)
19. Easements, if any, of the public or any school district, utility, municipality, or person, as provided in Section 66.1005(2) of the Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements or services in that portion of the subject premises which were formerly a part of 57th Street and 24th Avenue now partially vacated, together with the right to install, erect and maintain in the future such additional overground and underground public

service facilities as may be necessary and proper in the public interest as reserved in the resolution vacating said 57th Street and 24th Avenue. A certified copy of said resolution was recorded on August 22, 2001, as Document No. 1232487. (Affects Parcels E, G, H, I and J)

20. Distribution Easement Overhead/Underground granted to Wisconsin Electric Power Company, Wisconsin Bell, Inc., d/b/a Ameritech-Wisconsin & Time Warner Entertainment Company, LP recorded as Document No. 1233352. (Affects Parcels E, F, G and J)
21. Covenants, Conditions and restrictions set forth in Parcel Combination Affidavit, recorded as Document No. 1250739.
22. We Energies Distribution Easement Overhead recorded on April 16, 2008, as Document No. 1553974. (Affects Parcel E)
23. Environmental Land Use Control recorded on July 16, 2012 as Document No. 1677552.
24. Utility Easement to Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies and Wisconsin Bell, Inc. doing business as AT&T Wisconsin, a Wisconsin corporation, dated June 23, 2020, recorded/filed November 02, 2020 as Document No. 1882103.(Affects Parcel G and H)

EXHIBIT A3