

AMENDED AND RESTATED LEASE LAKELAND

LEASE NO. DCRA 2016-18

DANE COUNTY, WISCONSIN

and

CORBEN LAKELAND, LLC

GROUND LEASE

DANE COUNTY REGIONAL AIRPORT

Madison, Wisconsin

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**THIS AGREEMENT**, made and entered into as of the date by which the representatives of both parties have affixed their signatures, by and between the County of Dane, (hereinafter called "Lessor") and Corben Lakeland, LLC, located at 14 West Mifflin Street, Madison, Wisconsin 53703, (hereinafter referred to as "Lessee").

WITNESSETH:

A. Rifken Airport Associates, Inc. ("RAA") and Landlord entered into Lease No. DCRA96-12 dated August 23, 1996, as amended by a First Amendment dated December 3, 1997 and a Second Amendment dated May, 1999 (the "Original Ground Lease"), covering certain real property located in the City of Madison, Dane County, Wisconsin and more particularly described in the Original Ground Lease (the "Property").

B. RAA assigned its interest in the Original Ground Lease to Corben Land Development, LLC ("CLD"), pursuant to an assignment recorded with the Dane County Register of Deeds as Document No. 3155010.

C. Since the date of the Original Ground Lease, the Property has been subdivided by the recording of a plat entitled "Second Addition to Truax Air Park West" (the "Plat").

D. Pursuant to an agreement creating leases between CLD and Lessor recorded September 4, 1999 as Document No. 3155011, as amended by a first

amendment to agreement creating leases recorded as Document No. 4821783 and a second amendment to agreement creating leases recorded as Document No. 4931934, there have been created ten separate leases, identified as "Lease A," "Lease B," "Lease C," "Lease D," "Lease E," "Lease F," "Lease G," "Lease H," "Lease I," and "Lease Lakeland." Said agreement creating leases, as amended by said first and second amendments, is referred to as the "Agreement Creating Leases."

E. CLD's interest in that portion of Lease B and Lease C which covers Lot 3, Certified Survey Map No. 13328, has been assigned to Lessee.

F. Lessor and Lessee desire to amend and restate Lease Lakeland in its entirety so that with respect to Lot 3, Certified Survey Map No. 13328, in the City of Madison, Dane County, Wisconsin (the "premises" or the "demised premises"), this document shall supersede in its entirety the Ground Lease as modified by the Agreement Creating Leases.

**NOW, THEREFORE,** Lessor and Lessee agree that Lease Lakeland shall be, and it hereby is, amended and restated to supersede the Ground Lease, as modified by the Agreement Creating Leases, in its entirety as follows:

1. Premises. Lessor, for and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, hereby leases the following described premises situated in Truax Air Park, Madison, Wisconsin, to-wit: Lot 3,

Certified Survey Map No. 13328, in the City of Madison, Dane County, Wisconsin (the "premises").

Said premises shall not include lands within publicly dedicated streets and rights of way.

2. Restrictive Covenants. It is hereby mutually covenanted and agreed by and between the Lessor and Lessee that the use of the premises is limited to the following permitted uses: office; showroom; light manufacturing; educational; day care centers; banks and financial institutions; building materials sales; laboratories; meeting halls, convention halls and exhibition halls; restaurants; storage and warehousing; theatres; medical, dental and optical offices; and recording studios. No residential use of the premises and no installation of fuel storage tanks (above or below ground) or storage of hazardous materials will be permitted.

3. Term.

A. Primary Term. The primary term of the Lease, together with amendments and all rights herein granted Lessee, shall be for a period of fifty (50) years commencing on July 1, 2000.

B. Option to Extend. Lessee shall have the option to extend the primary term for two (2) successive twenty-five (25) year terms. The first option shall be under the same terms and conditions as the primary term. The second option shall be

calculated at a percentage rate of nine percent (9%) of land value at the beginning of the option.

4. Rent.

A. Primary and Extended Terms. Lessee shall pay Lessor land rental for the premises during the primary and first option to extend, equal, as of the first twelve (12) months of the Primary Term, to Two Dollars (\$2.00) per square foot land in the premises value multiplied by the percentage rate (as herein defined). The percentage rate shall be eight and one-quarter percent (8.25%) per annum for the primary and first option term and nine percent (9%) per annum for the second option term. Rent due hereunder shall be payable in equal monthly installments. Rent for fractional months during the term hereof shall be prorated.

B. Rent Adjustment. Each year for the period of this Agreement and any option extensions, the above referenced Two Dollars (\$2.00) per square foot shall be increased by two and one-quarter percent (2.25%) per year for the previous calendar year. Such increase shall be payable every fifth (5th) anniversary date of the primary term and any option extensions.

5. Rights and Privileges Granted Lessee. Subject to the terms and conditions hereinafter set forth, Lessee is hereby granted the following rights and privileges during the term of this Lease:

A. Lessee's Right to Contest. Lessee may, if it disputes the amount or validity of any liens, taxes, assessments, charges, penalties, or claims, including liens or claims of materialmen, mechanics or laborers, upon the demised premises and improvements thereon, contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as possible. Any rebate made on account of any taxes or charges paid by Lessee shall belong and be paid to Lessee.

During any contest, Lessee shall (by payment of such disputed taxes, assessments, or charges, if necessary) prevent any foreclosure of or any divesting thereby of Lessor's title, reversion, or other interest in or to the demised premises and will further (by payment of such disputed taxes, assessments or charges, if necessary) prevent the public sale or foreclosure of any lien for any such taxes, assessments or charges.

In the event Lessee fails to pay any such taxes, assessments or charges as hereinbefore provided (if the same is not being contested in accordance with the provisions hereof) or Lessee otherwise fails to comply with the provisions of this Section 5, then and in that event Lessor may pay the same and add the amount paid, together with interest at the rate of twelve percent (12%) per annum thereon, to the amount of the next monthly installment of annual net rental to be paid by Lessee hereunder.



B. Peaceful Enjoyment. Lessor covenants and agrees with Lessee that as long as Lessee pays the rents reserved in this Lease and otherwise complies with the obligations imposed upon Lessee by this Lease, Lessee shall at all times during the term of the Lease peacefully have, hold and enjoy the leased premises. Lessor further covenants and warrants that it is the owner in fee simple of the leased premises, that the premises are free and clear of all liens and encumbrances and that it has good right to lease the premises to Lessee.

C. Construction of Improvements. Lessee shall have the right to construct one or more buildings in accordance with applicable laws, rules, regulations, covenants, conditions and restrictions for the express purpose of providing an office/showroom/light manufacturing facility.

6. Rights and Privileges of Lessor. Lessor, in addition to any rights herein retained by it, reserves the following privileges to-wit:

A. Lessor's Representative. Lessor's Airport Director is hereby designate as its official representative for the enforcement of all provisions in this Lease with full power to represent Lessor in dealings with Lessee in connection with the rights herein leased.

B. Policy Determinations. All actions relating to policy determination, modification of this Lease, subsequent permissive authorization under this Lease, termination of this contract, and any similar matters affecting the terms of this

Lease shall emanate from the Airport Commission and Lessor's Board of Supervisors, or its successors or assigns.

C. Inspections. Lessor reserves the right to enter upon the premises leased by Lessee from Lessor at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease.

D. Airport Development. Subject to the terms of this Lease, Lessor reserves the right to further develop or improve the landing and public areas of the adjacent airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee.

E. Airport Protection Clause. The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing, taking off from, or operating from the Airport.

F. Protection of Aerial Approaches. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prohibit Lessee from erecting, or permitting

to be erected, any building or other structure on the Airport, which, in the opinion of the Lessor, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

G. Tenant Leases. Nothing contained herein shall require Lessor's consent for Lessee to sublease space in the improvements constructed on the demised premises if the term of such tenant leases terminate prior to the primary or any extended term hereof and if they are subject to the terms of this Lease. In the event that Lessor shall take possession of the demised premises, Lessor, for itself and on behalf of its successors and assigns, agrees to not disturb the occupancy of any such tenants provided they comply with the terms and conditions of their leases with Lessee.

7. Obligations of Lessee. Throughout the term of this Lease, Lessee shall be responsible for the performance of the following obligations:

A. Condition of Premises. Lessee agrees that there will be no outside storage of equipment, materials or supplies on the premises without prior approved screening, and will cause to be removed at Lessee's expense all trash and garbage, etc., and agrees not to deposit same on any part of Truax Air Park, except temporarily in connection with collection or removal. Lessee agrees to perform all necessary grounds maintenance, to include grass mowing and snow removal from public sidewalks, on leased premises.

B. Construction of Improvements. Lessee shall, at Lessee's cost, construct the planned improvements and provide appropriate landscaping, all in

accordance with recorded covenants, conditions and restrictions of the Truax Air Park. Lessee shall provide all necessary utility hookups at Lessee's expense; Lessor shall grant an easement or easements for underground utility lines to the development over its remaining premises in such locations as will not be unreasonable. Lessee shall have the right to clear, grade and drain the premises, and to build, raze, rebuild, alter, add to, repair and/or improve any and all buildings and improvements which may now or hereafter be erected on the leased premises during the term of this Lease.

Lessor and Lessee agree that, prior to any construction, structural alteration or changes upon the leased premises, Lessee shall submit to the Lessor final plans and specifications, site-use plans and a survey showing all easements and restrictions necessary in connection with the development, architectural renderings, and landscaping plans and any addenda to the same in sufficient detail as shall be reasonably judged by Lessor to be necessary for Lessor and the Truax Air Park Design Review Committee's approval as to design and architectural compatibility and shall not commence any construction until it has received Lessor's and the Truax Air Park Design Review Committee's written approval, such approval not to be unreasonably withheld.

Lessee is expressly authorized to demolish and shall bear the cost of demolition of all improvements existing as of the effective date of this Agreement on the leased premises.

During the construction, Lessee agrees to keep all airport roads in and around the construction site open at all times to regular traffic.

C. Conduct of Business. Lessee agrees, once construction under Section 7.B. is completed, to continuously during the term hereof, conduct and carry on its commercial/industrial business on the leased premises and cause such business to be conducted therein each and every day except for applicable local legal restrictions, acts of God or other causes beyond Lessee's reasonable control.

Lessee agrees to engage only in the commercial/industrial business and activities normally associated with that business.

D. Maintenance. Lessee shall, at its sole cost and expense, maintain the leased premises in a presentable condition. Lessee shall repair all damages to said premises caused by its employees, guests and patrons or its operation thereon.

Should Lessee fail to keep and maintain the leased premises and the improvements thereon in good order and repair, as is reasonably required, in order to preserve and protect the general appearance and value of Lessor's remaining premises in the immediate vicinity thereof and, if such maintenance and repair is not undertaken by Lessee within fifteen (15) days after receipt of written notice, Lessor shall have the right to enter on the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

E. Additions and Alterations. Lessee shall have the right during the term of this Lease to make alterations, attach fixtures and erect additions in or upon the premises hereby leased, provided any additions or alterations shall be erected only after advance written approval of plans by Lessor and the Truax Air Park Design Review Committee.

F. Signs and Illumination. The Lessee shall secure advance written approval of Lessor and the Truax Air Park Design Review Committee before placing exterior illumination or exterior signs on the leased premises, which approval shall not be unreasonably withheld or delayed.

G. Utilities. Lessee agrees to provide for its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the said premises and, if required by the utility agencies as a condition of continuing said services, Lessee will install and pay for standard metering devices for the measurement of such services.

H. Nondiscrimination. Lessee will not discriminate in the construction of any improvements or in the subleasing of same. Lessee agrees to include language in every sublease that prohibits subtenants from discriminating. In particular, that: (1) no person on the grounds of race, religion, sex, color, age, disability, marital status, physical appearance, sexual preference, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on,

over or under such land and the furnishing of services thereof, no person on the grounds of race, religion, sex, color, age, disability, marital status, physical appearance, sexual preference, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the sublessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Any conviction for a violation of the above-referenced laws shall be a default under any sublease. However, if a subtenant violates this discrimination clause, it shall not be a breach of this Ground Lease.

Upon notice of a discrimination complaint, Lessee agrees to enforce the default provision in all subleases and to commence eviction proceedings against any such subtenant. Such obligation on behalf of Lessee shall arise only upon an adjudication by a court of competent jurisdiction finding that the subtenant has violated a provision in this section.

No default under the Ground Lease shall occur should the Lessee be unsuccessful in such an eviction action for whatever reason as long as Lessee makes a good faith effort to enforce the discrimination clause.

Should Lessee fail to commence eviction proceedings as set forth herein, Lessor shall have the right but not the obligation to do so.

I. Indemnification and Hold Harmless. Lessor shall stand indemnified by Lessee as herein provided. Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible therefor. In the use of the leased premises, in the erection or construction of any improvements thereon, and in the exercise of enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless and defend Lessor from any and all losses that may proximately result to Lessor because of any acts, errors or omissions on the part of Lessee, its agents, assigns or sublessees in their use of the leased premises, including without exclusion because of enumeration, any and all damages by fire, theft, or any cause, to any property of Lessee which may at any time be situated within the limits of Dane County Regional Airport, Truax Air Park, except any damage and liability as may be caused by the intentional acts or negligence on the part of said Lessor.

J. Insurance Requirements.

(1) Liability Insurance. Lessee shall, upon execution of this Lease, provide comprehensive general liability insurance for bodily injuries or death and property damage growing out of any one accident or from other cause, in a minimum sum of One Million Dollars (\$1,000,000). Insurance so provided shall be deemed primary. Lessee agrees to increase, if necessary, the minimum general liability



insurance requirements as reasonably determined by Lessor at each five (5) year anniversary date of the Lease.

Lessee shall maintain said insurance with insurance companies authorized to do business in the State of Wisconsin satisfactory to Lessor. All policies shall name Lessor, Dane County, Lessor's Board of Supervisors, Airport Commission, Airport Director, Lessor's officers, agents and employees, as additional insureds. Lessee shall furnish Lessor with a certificate annually of said insurance to certify that such insurance to be in full force and effect during the entire term of this Lease, or its renewal extensions, and upon request, furnish Lessor a copy of the insurance policies.

If provider's insurance is underwritten on a claim-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement and the certificate of insurance shall state that coverage is claims-made, indicate the retroactive date and provider shall maintain coverage for the duration of this Agreement and for two (2) years following the completion of this Agreement. Provider shall furnish the County, annually, a certificate of insurance as evidence of coverage. It is further agreed that the provider shall furnish the County with a thirty (30) day notice of aggregate erosion, an advance of the retroactive date, cancellation or renewal. It is also agreed that either provider or County may invoke the tail option on behalf of the other party and that extended reporting period premium shall be paid by the party invoking the option.

(2) Fire and Extended Coverage Insurance. Lessee shall, at all times during the Lease term, keep or cause all improvements on the demised premises to be kept fully insured for all risks of direct physical loss, with companies authorized to do business in Wisconsin or other companies approved in writing by the Lessor. Insurance coverage herein provided shall be for the benefit of both Lessor and Lessee as their respective interests may appear. Lessee agrees to cause an inspection of the improvements to be made by the company or companies carrying the above insurance as required by the policy but at least every five (5) years and to increase the insurance coverage, if necessary, so that the full insurable value of the improvements is at all times fully covered. Lessee shall furnish the Lessor with copies of the above inspection reports when received by it, and with certificates of insurance as policies are acquired by Lessee.

K. Assignment. Lessee shall not at any time assign any part of this Agreement, without prior written approval of the airport director, and such approval shall not unreasonably be withheld or delayed. This Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto. Lessee shall be released of any liability under this Lease upon such assignment; provided, however, that: (i) the assignee assumes all of Lessee's obligations hereunder; and (ii) the assignee's net worth, as demonstrated by financial statements reasonably acceptable to Lessor, is equal to or in excess of Lessee's net worth at the commencement of this Lease. So long as Corben Building A, LLC or Corben Land Development, LLC are named as tenants under any of Lease A, Lease B, Lease C, Lease D, Lease F, Lease G, or Lease Lakeland, then, if either is in default under any such lease beyond any

applicable cure period, Lessor shall not be required to consent to any assignment by Corben Building A, LLC or Corben Land Development, LLC of any of the aforesaid leases to which either is a party.

L. Taxes on Improvements and Special Assessments. The terms of this Lease are based on the fact that all improvements excluding the raw land shall be taxed as real estate, according to applicable State of Wisconsin law. Lessee agrees to pay or cause to be paid any and all general real estate taxes and/or assessments in lieu of real estate taxes assessed against the aforesaid leased premises and improvements to said property made by or on behalf of Lessee during the term of this Lease. Lessee further agrees to pay or cause to be paid all special assessments (street, sidewalk, etc.) levied upon the property by the City of Madison or the State of Wisconsin, and the installments of which become due and payable during the term of this Lease. Lessee's obligation for taxes and assessments begins on the date of execution of the Lease. All prior amounts incurred shall be paid by the Lessor.

M. Indemnification of Lessor Against Charges on Leased Premises. Subject to the provisions of Section 5, subparagraph A, above, Lessee will at all times indemnify, hold harmless, and defend Lessor and the demised premises and the improvements thereon from any and all of the aforesaid taxes, assessments and charges, and from any and all liens and penalties in connection therewith, and also from any and all claims for damages in any way hereafter chargeable to, or payable for, or in respect of the demised premises, or the use and occupancy thereof, during the term of this Lease, and will, upon written request of Lessor, furnish to Lessor for inspection and such use as

may be proper in protecting the estate of Lessor in the demised premises the duly certified written evidence of any and all such payments.

N. Compliance by Lessee. Lessee agrees reasonably, promptly and effectively to comply with all applicable and lawful statutes, rules, orders, ordinances, requirements and regulations of the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the demised premises, including the recorded declarations and covenants on said premises. Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint, or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement, or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Lessee agrees that any such contest shall be prosecuted to a final conclusion as speedily as possible and that it will hold Lessor harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

O. Title to Improvements and Liens Thereon. Title to all improvements erected by Lessee on the demised premises shall be in and remain in Lessee for and during the entire primary term and any renewal or extension term, but at the expiration or other termination thereof, such improvements shall revert to Lessor free and clear of all liens and in reasonable repair, except for normal wear and tear. Lessee further agrees that any maintenance and repair work, alterations, replacements, and additions in connection with the improvements shall be of good workmanship and quality. Lessee covenants and agrees promptly to pay or cause to be paid all sums legally due

and payable on account of any labor performed to, or material furnished for the demised premises. Lessee further agrees not to permit any mechanics, or materialmen's liens to stand against the demised premises on account of labor performed or material furnished, subject to the right of Lessee to contest such liens as provided in Section 5.A. above, and to save Lessor harmless from any and all such asserted claims or liens.

P. Mortgages and Subordination.

(1) Mortgage Loans Obtained by Lessee. Lessee shall, at its option, have the right at any time and from time-to-time during the primary or any renewal term of the Lease, at its own expense, to negotiate and obtain a loan or loans (and to extend, renew, refinance or replace any such loan and/or to negotiate and obtain a new loan or loans) which shall be secured by a mortgage on the improvements constructed or to be constructed by Lessee on the demised premises or any part thereof. Any such mortgage loan or loans or extension, renewal, refinancing or replacement thereof (hereinafter referred to as a "mortgage loan" or "mortgage"), (i) shall be made by, and may be in such principal amount and such terms as may be obtained from, a bona fide recognized institutional lender (hereinafter referred to as a "mortgagee"), including without limitation a mortgage banker, bank, trust company, savings and loan or building association, insurance company, or pension or profit sharing fund; (ii) shall be due and payable amortized over a term ending at least one (1) year prior to the expiration of the term in which the loan is obtained; (iii) shall impose no personal liability on Lessor (the sole recourse of the mortgagee to be against Lessee and/or the improvements); and (iv) shall, in principal amount, never exceed ninety percent (90%) of (a) the total

construction and other costs of the improvements constructed or to be constructed by the Lessee upon the demised premises, and (b) other development costs of the improvements including, without limitation, construction interest, insurance premiums during construction, bonds, and fees of architects, engineers and attorneys. No provision in this Lease shall require Lessor to subordinate its fee interest to, or subject its fee interest in, any of the premises subject to such leases to any assignment, mortgage or other security device of Lessee.

(2) Definition of Mortgage. For the purpose of this Lease, the term "mortgage" or "mortgage loan" shall include a mortgage, or other such classes of security instruments as are commonly given to secure loans or advances on, or the unpaid purchase price of, real estate and leasehold interests under the laws of the State of Wisconsin and/or the credit instruments, if any, secured thereby.

(3) Expenses of Mortgage Loans Obtained by Lessee. Lessee agrees to pay all charges for securing and making any mortgage loan, including all brokerage, commission charges, fees for examination of title, attorney's fees for drawing papers in connection therewith, recording fees, title insurance, and such other costs and expenses as any mortgagee may require to be paid.

(4) Subordination by Lessor. While Dane County shall in no event subordinate its rights to the lien or any assignment, mortgage or other security device of the Lessee, Dane County agrees to give its most thoughtful consideration to any request of Lessee for modifications in the Lease to assist Lessee in being able to better

satisfy the desires of prospective lenders to Lessee, provided that in no event will any change be sought which would diminish the economic return to Dane County or violate the laws of the State of Wisconsin. Such request may involve requests on matters yet unknown; provided, however, that Dane County shall be under no obligation to consent to any request for any such amendment, and agrees only to give Lessee a fair hearing and its most thoughtful consideration. Should Lessee be unable to finance its improvements due to Lessor's unreasonable, unwillingness to subordinate, then Lessee may void this Lease.

(5) Mortgage of Lessee's Leasehold Interests.

Notwithstanding any other provision of this Lease, Lessee shall have the right, from time-to-time and at any time, to mortgage at its own expense all or any part of its interest in this Lease (including Lessee's leasehold interest in improvements) without limit as to amount, and without any other restrictions or limitations. It is expressly agreed that Lessee's right to mortgage its leasehold estate (including its leasehold interest in improvements) created hereby shall be unlimited and unrestricted; provided that Lessor's interest in the demised premises shall not be in any way encumbered by Lessee's mortgage. Lessee agrees to make all payments of principal and interest under any such leasehold mortgage as and when such payments become due, and to comply with all covenants and agreements contained in such leasehold mortgage.

(6) Notice to Mortgagees. Whenever Lessor gives Lessee a notice of default, it shall also give any mortgagees of Lessee known to Lessor the same notice. Any mortgagee shall have the same right to cure a default as does

Lessee. Lessor shall recognize as a permitted valid assignee of Lessee any mortgagee who acquires the interest of Lessee by foreclosure or by assignment or other proceedings in lieu of foreclosure and any transferee of such mortgagee. Lessor shall cooperate with Lessee to comply with any reasonable requirements of a mortgagee.

Q. Site Preparation. With the exception of work to be performed by Lessor and described elsewhere in this Lease, site preparation work shall be at the cost of Lessee.

R. Use of the Premises to be Compatible with Airport Operations. The Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the herein described real property which would interfere with, or be a hazard to, the flight of aircraft over the property or, to and from the Airport, or interfere with air navigation and communication facilities presently or in the future serving the Airport.

S. Height Restrictions. The Lessee expressly agrees for itself, its successors, and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the hereinafter described real property to a height of not more than 990 feet above mean sea level.

T. Use Restrictions. Lessee expressly agrees for itself, its successors, and assigns to restrict the use of the leased premises to



commercial/industrial and light manufacturing facilities and for no other purpose with particular regard to residential use, public parking and car rental facilities.

8. Obligations of Lessor. Lessor shall be responsible for the performance of the following obligations:

A. Infrastructure. Lessor agrees to construct, at Lessor's sole cost and expense, all street improvements, in accordance with City of Madison specifications, and all utilities, including, without limitation, storm sewers, sanitary sewers, water mains, gas and electrical, to the lot line of the demised premises.

B. Zoning. Lessor represents that the leased property is presently zoned for manufacturing purposes which allow the permitted uses set forth in Section 2, above.

C. Special Assessments. Lessor agrees that all taxes and special assessments, including natural gas fees on the land, will have been paid in full at the time of execution of this document.

D. Access to Premises. Lessor agrees to construct access to the premises based on a mutual agreement between Lessee, Lessor and the City of Madison.

9. Cancellation by Lessee. Lessee may give notice of cancellation of this Agreement any time that said Lessee is not in default in its payments to Lessor hereunder, upon or after any one of the following events:

A. Destruction or Taking. If the improvements on premises leased hereunder are destroyed, damaged, or taken by fire or the elements, or other casualty, or by condemnation, and the destruction or taking is such that in the exercise of reasonable effort it cannot be repaired or replaced within one hundred twenty (120) days, or if it is such as to exceed fifty percent (50%) of the value of such improvement or if it is such that in Lessee's opinion reasonably exercised that the cost of reconstruction is not economically justified, Lessee may cancel this Lease by written notice mailed to the Lessor and at any time within one hundred twenty (120) days after the damage or destruction.

In case of condemnation, Lessor shall be entitled to the portion of the award attributable to the bare land, and Lessee shall be entitled to the portion of the award attributable to any buildings and improvements constructed by Lessee.

If the Lessee exercises its right of cancellation as a result of damage by fire or other casualty, Lessee shall be entitled to the proceeds of the fire and extended coverage policies and Lessor hereby assigns all of said proceeds to Lessee. Lessee shall, within one hundred eighty (180) days of cancellation remove building debris

and foundation, fill foundation hole, and restore ground to original condition, ordinary wear and tear excepted at Lessee's cost.

B. Lessor's Default. The default by Lessor in the performance of any covenant or agreement herein contained or required to be performed by Lessor, and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice from Lessee to remedy the same; provided however, that notice of cancellation, as above provided, shall be of no force or effect if Lessor shall have remedied the default prior to receipt of Lessee's notice of cancellation. Nothing contained herein shall limit Lessee's right to require specific performance of Lessor's obligations hereunder.

C. Title Insurance. Lessee may at any time, at its expense, request a title insurance policy to be issued with respect to the leased premises. If such policy does not show good and merchantable title vested in Lessor, free and clear of all liens and encumbrances, Lessee may cancel this Lease upon giving the notice to Lessor above provided.

10. Cancellation by Lessor. Lessor shall give sixty (60) days advance written notice upon or after any one of the following events of default:

A. The filing by Lessee of a voluntary petition in bankruptcy.

B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.

C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.

D. The appointment of a receiver of Lessee's assets; or any general assignment for the benefit of Lessee's creditors.

E. The divestiture of Lessee's estate herein by other operation of law.

F. The abandonment by Lessee of its demised premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to Lessee's interest hereunder.

G. The default by Lessee in the performance of any covenant or agreement required herein to be performed by Lessee.

If Lessee does not cure the default described in the notice within sixty (60) days after receipt of such notice, then:

(1) if no buildings have been constructed upon the premises, this Lease may, subject to the next sentence, be terminated by delivery of written notice by Lessor to Lessee; or

(2) if one or more buildings have been constructed on the premises, this Lease may be terminated as provided by Section 704.31 of the Wisconsin Statutes or any successor provision.

In any of the aforesaid events, Lessor may take immediate possession of the demised premises and remove Lessee's effects forcibly, if necessary, without being deemed guilty of trespassing. Upon such entry, this Lease shall terminate.

In addition to any and all other remedies that Lessor may have under this Lease, Lessor may charge Lessee with interest on the past due amount at the rate of one percent (1%) per month, commencing on the date such rent is due.

Lessor may cancel this Lease with thirty (30) days advance written notice upon or after any one of the following events:

(1) The existence of soil contamination in the development area thereby creating significant increase in development cost to Lessor.

(2) The inability of Lessor to receive plat approval from the City of Madison for reason beyond the contract of Lessor.

Failure of Lessor to declare this Lease terminated upon the default of Lessee for any of the reasons set out above shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease. Further, the acceptance of rental by Lessor for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of Lessor to cancel this Lease.

11. Rights Upon Termination. Upon termination or expiration of the primary term of the Lease or any extension thereof, Lessor may require Lessee to remove all or a portion of the improvements at Lessee's expense provided Lessor notifies Lessee of its intent to require such removal not less than one hundred eighty (180) days prior to the termination or expiration date of the primary term or extended term.

12. Representations and Invalid Provisions. All terms and conditions with respect to this Lease are expressly contained herein, and both parties agree that no representative or agent of Lessor or Lessee has made any representation or promise with respect to this Lease not expressly contained herein.

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

It is expressly understood that Lessor and Lessee shall not be construed or held to be partner or associate of Lessee in the conduct of its business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of Lessor and Lessee.

13. Notices. All rents due under this Lease shall be made payable to the Dane County Treasurer, Madison, Wisconsin, and shall be remitted to the office of the Airport Director, 4000 International Lane, Madison, Wisconsin 53704-3120.

Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

LESSOR:  
Airport Director  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704-3120

LESSEE:  
Corben Lakeland, LLC  
14 West Mifflin Street  
P.O. Box 2079  
Madison, WI 53701

or such other addresses as the parties may designate to each other in writing from time to time.

14. Memorandum Lease for Recording. Contemporaneously with the execution of this Lease the parties are executing a memorandum of lease for recording.

15. Environmental Regulations. Lessee, its successors, assigns or subtenants shall comply with the following environmental regulations:

A. Lessee shall not cause or permit any Hazardous Materials to be stored or used on or about the premises by Lessee, its agents, or employees, except in compliance with Environmental Laws as described below and as permitted by the County.

B. Lessee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the premises (collectively, "Environmental Laws").

C. Lessee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Lessee's use of the premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the premises. Except for discharges into the sanitary sewer, Lessee shall cause any and all Hazardous Materials removed from the premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Lessee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of the Lease or any extensions, Lessee shall, at its expense, cause all Hazardous Materials to be removed from the premises and to be



transported for use, storage, or disposal in accordance and compliance with all applicable Environmental Laws; provided, however, that Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the premises without first notifying the airport director of Lessee's intention to do so and affording the airport director ample opportunity to appear, intervene, or otherwise appropriately assert and protect the County's interest with respect thereto.

D. If at any time Lessee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the premises in violation or potential violation of Environmental Laws, Lessee shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide the airport director with written notice of that condition. In addition, Lessee shall immediately notify the airport director in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Lessee or the premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Lessee shall also supply to the airport director as promptly as possible, and in any event within five (5) business days after Lessee 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 Lessee's use thereof Lessee shall promptly deliver to the airport director copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the premises.

E. Lessee shall indemnify, defend and hold harmless the County, its officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the premises or any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by the Lessee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this Agreement. Lessee's obligations under this Paragraph E shall include, without limitation, and whether foreseeable or enforceable, any and all costs incurred in connection with any investigation of the condition of the premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Lessee's obligations under this Paragraph E shall survive the expiration or earlier termination of the term of the Lessee's permit or lease.

F. Notwithstanding any provisions to the contrary, the airport director, at its sole discretion, shall have the right to enter and inspect the premises,

including Lessee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Lessee's business, to investigate the presence of potential presence of Hazardous Materials on the premises in violation of Environmental Laws. During such inspection, the airport director shall have the right to visually inspect the premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. County shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the premises in violation of Environmental Laws, then Lessee shall fully reimburse the County for such expenses within thirty (30) days of receiving the County's written request for reimbursement.

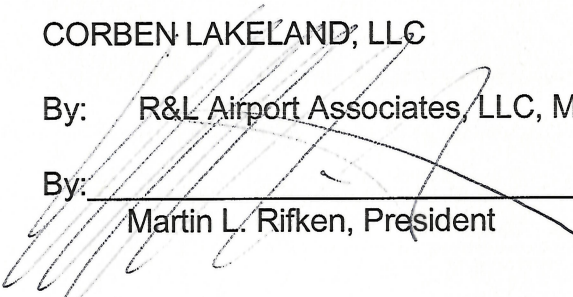
16. Indemnification of Lessee - Environmental Conditions. Lessor shall indemnify, defend and hold harmless Lessee, plus its employees, partners, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages, costs or expenses (including attorneys' fees, consultant fees and expert fees), arising from or caused in whole or in part directly or indirectly, by any failure by Lessor to comply with any Environmental Laws, or arising out of any release of hazardous substances upon the premises prior to the date of this Lease, or the migration onto the premises of any hazardous substances from other lands owned or controlled by Lessor prior to the date of this Lease. Lessor's obligations under this indemnification shall include, without limitation, and whether foreseeable or enforceable, any and all costs incurred in connection with the investigation of the condition of the premises, and any and all costs of any required or necessary repair, clean up, contamination or remediation of

the premises and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. Lessor's obligations under this indemnification shall survive the expiration or earlier termination of the term of this Lease.

IN WITNESS WHEREOF the parties hereto have caused this Amended and Restated Lease Lakeland to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2012.

CORBEN LAKELAND, LLC

By: R&L Airport Associates, LLC, Manager

By:  \_\_\_\_\_  
Martin L. Rifken, President

ATTEST:

LESSOR:

COUNTY OF DANE

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Joe Parisi, County Executive

Date: 11-5-12

Date: 11-5-12

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Karen Peters, County Clerk

Date: 11-6-12

Date: 11-6-12