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**DEVELOPMENT
AGREEMENT**

Document Number

Document Title

Drafted by and Return to:
James B. Young, Esq.
Young & Madigan
710 North Plankinton Avenue
Milwaukee, WI 53203

PART 373-9999-16

Parcel Identification Number

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of the 22nd day of March, 2013, by and among the City of Wauwatosa, Wisconsin, a Wisconsin municipal corporation (the "City"), and TI Investors of Wauwatosa LLC, a Wisconsin limited liability company (the "Developer").

RECITALS:

WHEREAS, Developer is the owner of certain land in the City of Wauwatosa, Wisconsin located at 1425 Discovery Parkway, Wauwatosa, Wisconsin 53226, legally described on Exhibit A, which is attached hereto and incorporated herein by this reference, and is the holder of an adjoining easement, the area of which is also legally described on Exhibit A (collectively the "Developer's Property" or "Property"); and

WHEREAS, Developer has agreed to construct a 90,000± rentable square foot ("RSF") three (3)-story office building (80,000± RSF of which is to be initially fully built out with a tenant option to fully build out the remaining 10,000± RSF) containing one hundred (100) stalls of underground parking and three hundred five 305 surface parking stalls located on, and inclusive of, the Property (collectively the "Project" or "Development"); and

WHEREAS, the parties enter into this Development Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the Property and Project.

WHEREAS, the Property is presently zoned for the development and operation of this Project; and

WHEREAS, the Developer, in connection with the Project and the Property, has participated in the municipal approval process required by the City for this Project, which municipal process has been what is required of a development such as the Project; and

WHEREAS, the City, including without limitation, the Common Council and Plan Commission approved the Project and the Plans (as defined below).

AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Project Overview

On March 5, 2013, the Common Council of the City (the "Common Council") adopted an amendment to a Business Planned Development at the Property which authorized for the Project.

On March 5, 2013, the Common Council approved terms for Tax Incremental Financing and authorized execution of this Development Agreement to implement the TIF Plan (hereinafter defined), consistent with the amendment to the Project Plan for Wauwatosa Tax Incremental

District #6, approved on February 19, 2013. The Common Council has approved all other agreements and/or transactions that require its approval with respect to this matter.

A site plan of the Development is shown on the attached Exhibit B.

SECTION 2. Plans

The City, including, without limitation, the City's Department of Public Works and Department of Development, has received the following preliminary plans (collectively the "Plans") related to Developer's development of the Project:

1. Plan submittal prepared by Eppstein Uhen Architects, Inc. (EUA)
 - a. Cover/Index sheet
 - b. C001 - Campus Masterplan
 - c. C002 - Site Plan
 - d. C003 - Current City & UWM Real Estate Foundation Innovation Campus Development Plan
 - e. C004 - Site Plan Overlay
 - f. C100 - Basemap Information
 - g. C101 - Site Demolition Plan
 - h. C102 - Site Plan
 - i. C103 - Site Geometric Plan
 - j. C104 - Site Grading Plan
 - k. C105 - Site Utility Plan
 - l. C106 - Site Erosion Control Plan
 - m. C107 - Site Details
 - n. C108 - Site Details
 - o. C109 - Site Details
 - p. C110 - Site Details
 - q. C111 - Site Details
 - r. L101 - Site Landscape Plan updated February 22, 2013
 - s. L102 - Site Landscape Details updated February 22, 2013

- t. ES100 - Site Plan - Electrical - Photometrics updated February 19, 2013
- u. A100 - Floor Plans
- v. A200 - Exterior Elevations
- w. A201 - Rendering From Interchange
- x. A202 - Rendering From The South
- y. A203 - Rendering Of The Patio
- z. A204 - Rendering From The East

Upon receipt of final versions of each of the Plans, the City represents, warrants and covenants that it and every instrumentality or officer of the City will review the Plans in a timely and professional manner and will not unreasonably delay permit issuance due to plan review, provided such plans are acceptable and sufficient for approval. With the exception of fire sprinkler calculations and updated stormwater management plans incorporating the Development into the overall stormwater plan for Innovation Campus, the city agrees that it does not need to review or approve any other types of plans, designs or specifications for this Project in order to issue a building permit for the Project.

SECTION 3. Community Impact

The City has determined that the proposed development of the Project will be a benefit to the City and will not have negative effects on the environment, abutting property values, the character of the surrounding neighborhood, demand for service and infrastructure and traffic safety, provided that the items in this Development Agreement are complied with by the Developer.

SECTION 4. Aesthetics and Visual Guidelines

The City's Design Review Board reviewed and approved the Plans at their meeting on February 7, 2013. Minor changes in the approved Plans, such as a change in exterior colors, materials, design elements and/or changes in dimensions of building footprints amounting to adjustment of less than five (5) feet at any one dimension shall be subject to additional review and approval by the City's Design Review Board. All more significant changes in the approved Plans (other than minor changes described in the previous sentence) shall be subject, not only to additional review and approval by the City's Design Review Board, but also to additional review and approval by the City's Plan Commission and Common Council.

SECTION 5. City's Commitments and Responsibilities Relating to Infrastructure

The City shall pay and be responsible for the construction of the following infrastructures for the benefit of the Development:

- a. The roads, curb, gutter and sidewalk constituting Discovery Parkway, Eschweiler Drive and the access roadway, all as depicted on Exhibit B hereto.

b. Public water, sanitary sewer, storm sewer and street lighting necessary to serve the Development.

c. The improvements referred to in Sections 5.a. and b. above shall be constructed in full compliance with all applicable federal, state, county and city standards, codes, laws and regulations.

d. The City will use its best efforts to assure that improvements referred to in Section 5.a. and b. shall be completed on or before August 15, 2013, time being of the essence, to a level which will allow the Developer to maintain the construction schedule for the Development.

SECTION 6. City's Development Assistance

As part of the City's commitment and responsibility for development assistance to the Project, the City hereby agrees as follows:

a. The City will pay the Developer the actual construction costs for 100 under-building parking stalls, not to exceed Two Million Ninety-one Thousand and 00/100 Dollars (\$2,091,000.00). Payments to be made as monthly progress payments, based upon Developer's documentation of actual costs incurred by Developer during the construction period, with a ten percent (10%) retainage payable upon substantial completion of the Development. No interest shall be paid to Developer.

b. Also as part of the City's commitment and responsibility for development assistance to the Project, the City hereby agrees that, upon substantial completion of the porous pavement areas of the Development, the City shall provide a storm water money grant to the Developer to offset Developer's costs to provide stormwater filtration and storage capacity which would otherwise have been provided by the City through the construction of bio filtration basins, the amount of which shall not be more than the City's cost savings from reduction of stormwater capacity which would otherwise be necessary through the construction of bio-swales by the City. The current estimated amount of such grant is One Hundred Thirty-nine Thousand and 00/100 Dollars (\$139,000.00).

SECTION 7. The Development

Developer covenants and warrants to the City that the Development contemplated by this Agreement will contain a three (3)-story 90,000± rentable square foot office building with one hundred (100) underground parking stalls and three hundred five (305) adjoining surface parking stalls.

SECTION 8. Developer's Commitments and Responsibilities

a. Attached hereto as Exhibit C is the form of Completion Guaranty of Zilber Ltd. ("Zilber"), a Delaware corporation, which is the parent corporation of Towne Realty, Inc., the sole member of Developer, which has been simultaneously executed by Zilber and delivered to the City, whereby and whereunder Zilber has guaranteed to the City the Completion of the Development

b. The Developer hereby warrants and represents to the City that as of March 22, 2013, the Developer as Landlord will have entered into an Office Building Lease ("ABB Lease") with ABB Inc., a Delaware corporation ("ABB"), as tenant, whereby and

whereunder the Developer has leased to ABB the Development for a Lease term of ten (10) years with two (2) five (5)-year lease options in favor of ABB. The terms of Lease provide, among others, that the tenant of the Property cannot be charged for use of parking spaces other than reimbursing the Developer for operating expenses relating to such parking spaces. Execution of the ABB Lease is a condition precedent to the City's participation, and failure to enter into the lease shall be cause to terminate this agreement. A copy of the ABB Lease as executed, with signatures, will be provided on a confidential basis to the City Attorney following its execution.

c. The Developer hereby agrees that if during the life of the City TIF District additional parking charges are implemented by the Developer at the Development, the City will be entitled to fifty percent (50%) of gross revenues from such additional parking charges.

d. During the life of the City TIF District, Developer, for itself and any successor owner of the Development, hereby agrees that, during the initial ten (10)-year term of the Lease, no party shall have the authority to challenge the assessed value of the Property, in order seek to reduce the combined real and personal property taxes assessed against the Project and any personal property associated with the Project and located on the Property below Two Hundred Forty-six Thousand and 00/100 Dollars (\$246,000.00). Developer, for itself and any successor owner of the Development, hereby agrees and commits to cooperating fully with the City of Wauwatosa Assessor in providing necessary business records and documentation required for accurate assessment of the value of the Development for property tax purposes. If the Lease is terminated due to an ABB default or expires, then the Developer and the City will enter into good faith renegotiations as to what the minimum non-challengeable assessed value of the Property shall be.

e. The Developer hereby agrees to develop a surface parking lot featuring storm water retention capabilities sufficient to maintain compliance with the approved Campus-wide storm water plan, enhanced by the use of pervious surfaces and underground storage.

f. The Developer hereby agrees that up to forty-five (45) stalls of the newly constructed surface parking on the Property shall be made available for use of a future "Building C", if and when Building C, along with a Parking Structure building at a location generally depicted on Exhibit B are constructed so the Developer can relocate the forty-five (45) surface parking stalls on the Property to the forty-five (45) parking stalls in the Parking Structure building.

g. The Developer hereby agrees to provide the City with an easement for a public water main, as part of a newly constructed Campus water loop, to cross the Property at no charge to the City.

h. The Developer hereby agrees to donate to the City one (1) ABB electric vehicle charging station for installation by the City at City's cost.

SECTION 9. Representations, Warranties

a. Developer hereby represents and warrants to the City that:

(i) Developer is a limited liability company duly formed and validly existing and is qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary limited liability company action of Développeur and constitute the valid and binding obligations of Developer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of creditors' rights generally; and

(iii) The execution, delivery and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's articles of organization or operating agreement or any indenture, instrument or agreement by which Developer is bound, nor, to Developer's knowledge, does it violate or conflict with any law applicable to Developer or the Project.

b. The City hereby warrants and represents to the Developer that:

(i) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby; and

(ii) This Agreement, the exhibits, documents and instruments associated herewith and made a part hereof have, if applicable, been duly executed and delivered by the City and constitute the legal, valid and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms.

SECTION 10. Maintenance of Property

The Development shall be maintained in accordance with the City's Property Maintenance Code. Trash and refuse shall be deposited in sealed containers dedicated to trash collection and shall be collected at a commercially reasonable frequency. Developer shall eliminate, or cause to be eliminated, significant, prominent damage to the Development and any health hazards or nuisances within thirty (30) days (or such other period of time as reasonably necessary or determined to be appropriate by the City's Building Inspector or Health Officer) from delivery of written notice by the City to the Developer explaining such hazard or nuisances. In the event that the City determines that the Development is not in compliance with the terms of this Section, following written notice from the City to the Developer and an adequate opportunity to cure as described in the notice, the City may take corrective action and assess the costs of such action as a special charge against the Development. Nothing herein shall be deemed in any way to limit enforcement action otherwise available to the City under the Wauwatosa Municipal Code or other applicable law.

SECTION 11. Notices

All communications or notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to the person or entity entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, (iii) upon transmission if by facsimile (with confirmation of accepted transmission), or (iv) by electronic mail or such other means of electronic communication as is agreed and acceptable to both parties, and each such

communication or notice shall be addressed to the following individuals or their successors, unless and until any of such parties notifies the other in accordance with this paragraph of a change in contact name or address:

To Developer: TI Investors of Wauwatosa LLC
Attn: John W. Kersey, Executive Vice President
710 N. Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Facsimile No.: (414) 274-2706

With a copy to: Zilber Ltd.
Attn: James B. Young, Senior Vice President
and General Counsel
710 N. Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Facsimile No.: (414) 274-2710

To the City: City of Wauwatosa
Attn: City Attorney
7725 West North Avenue
Wauwatosa, Wisconsin 53213
Facsimile No.: (414) 471-8414

With a copy to: City of Wauwatosa
Attn: Director of Development
7725 West North Street
Wauwatosa, Wisconsin 53213
Facsimile No.: (414) 479-3532

SECTION 12. Waiver

No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by written amendments to this Agreement.

SECTION 13. Miscellaneous

a. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

b. No waiver, amendment or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

c. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

d. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly

set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

e. This Agreement is intended solely for the benefit of Developer and the City and no third party (other than successors and assigns) shall have any rights or interest in any provisions of this Agreement, or as a result of any action or inaction of the City. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Development.

f. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contacts made and wholly performed within such state.

g. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile or "PDF" signatures shall be deemed original signatures for all purposes of this Agreement.

h. Any provision of this Agreement that is prohibited or enforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

i. Time is of the essence of each and every obligation or agreement contained in this Agreement.

j. If any party is delayed or prevented from timely performing any act required under this Agreement, by reason of fire, earthquake, war, terrorist act, flood, riot, strikes, labor disputes or shortages, governmental restrictions, judicial order, public emergency, acts of God, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

k. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

l. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

m. This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

SECTION 14. Transfer of Property and Assignment

a. Until a certificate of occupancy is issued for the Project, Developer shall not, without the City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, sell, convey, or otherwise transfer the Property, except that Developer

may at any time with or without the City's consent: (i) enter into leases for all or portions of the Property not otherwise covered by the ABB Lease; and (ii) mortgage the Property and/or grant Developer's lender a collateral assignment of Developer's rights under this Agreement as security for the Project's financing. Except as otherwise expressly set forth in this Agreement, until a certificate of occupancy is issued for the Project, Developer shall not, without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, assign this Agreement.

b. Upon the issuance of a certificate of occupancy for the Project, or at such earlier time as consented to in writing by the City, and notwithstanding anything to the contrary in this Agreement, Developer may freely (i) transfer, sell, exchange, mortgage, lease and convey the Property, and (ii) assign this Agreement, and/or Towne Realty, Inc., the sole member of the Developer, may sell and assign all or portions of its membership interests in the Developer to third parties, and, notwithstanding anything to the contrary set forth in this Agreement, in the event of a transfer, sale, exchange or conveyance of the Property as provided under this Section 14.b.(i), Developer shall not have any further obligation or liability under the Agreement. Notwithstanding anything to the contrary set forth herein, under no circumstances shall Developer's lenders be bound by the terms and conditions of this Agreement.

c. After the issuance of a certificate of occupancy for the Project, Developer hereby agrees that in the event the Developer intends to close on the transfer, sale, exchange, or conveyance of the Property and assignment of this Agreement as provided for in Section 14.b. above to an unrelated third party, then, and in that event, the Developer shall provide the City with fifteen (15) days advance written notice of the Closing.

SECTION 15. Federal, State and Local Laws

Developer shall construct and operate the Project in compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

SECTION 16. Building Permits and Occupancy Permits

a. The Building and Safety Division of the City shall review building plans and provide the same to applicable governmental entities within five (5) days of receiving a completed building permit application and appropriate fees, unless additional clarification or modifications are necessary from the Developer or its agents, and shall issue a building permit within five (5) days after plans have been approved, final permit fees have been paid, if necessary, and appropriate approvals have been received from other agencies which are required to approve said plans.

b. The City hereby agrees to issue temporary occupancy permits for the Project on a floor-by-floor basis and a final occupancy permit for the entire Project. Upon the Developer's Architect certifying that a particular floor is substantially complete, the City hereby agrees to cause its building inspector to perform the necessary occupancy permit inspection within five (5) business days of the City's receipt of a copy of such substantial completion certificate. The City shall issue a temporary occupancy permit for each floor of the Project immediately after its building inspector confirms that such floor complies with all applicable laws and building codes. Upon the Developer's Architect certifying that the entire Project is substantially complete, the City hereby agrees to cause its building inspector to perform any remaining and necessary occupancy permit inspection within five (5) business days of the City's receipt of a copy of such substantial completion certificate. The City shall issue a final

occupancy permit for the entire Project immediately after its building inspector confirms that the entire Project complies with all applicable laws and building codes.

SECTION 17. Additional Definitions

a. "TIF Plan" means: The project plan for the City TIF District No. 6 dated September 2010, as amended by the Amended Project Plan Wauwatosa Tax Incremental District No. 6 dated February 19, 2013, as further amended from time to time

b. "City TIF District" means: Wauwatosa Tax Incremental District No. 6.

Signatures on the following pages. The remainder of this page left blank.

EXHIBIT A

PROPERTY

Developer Owned Lands

Lot One (1) of CERTIFIED SURVEY MAP NO. 8523, being a Division of Lot One (1) of Certified Survey Map No. 8401, in the Northwest One-quarter (1/4), Southeast One-quarter (1/4), and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty (20) and the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty (20) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-nine (29), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on 3/22, 2013 as Document No. 10229789.

Part of Tax Key No. 373-9999-16
Address: 9480 Watertown Plank Road

EXHIBIT A
PROPERTY

Developer's Adjoining Easement Area

LEGAL DESCRIPTION

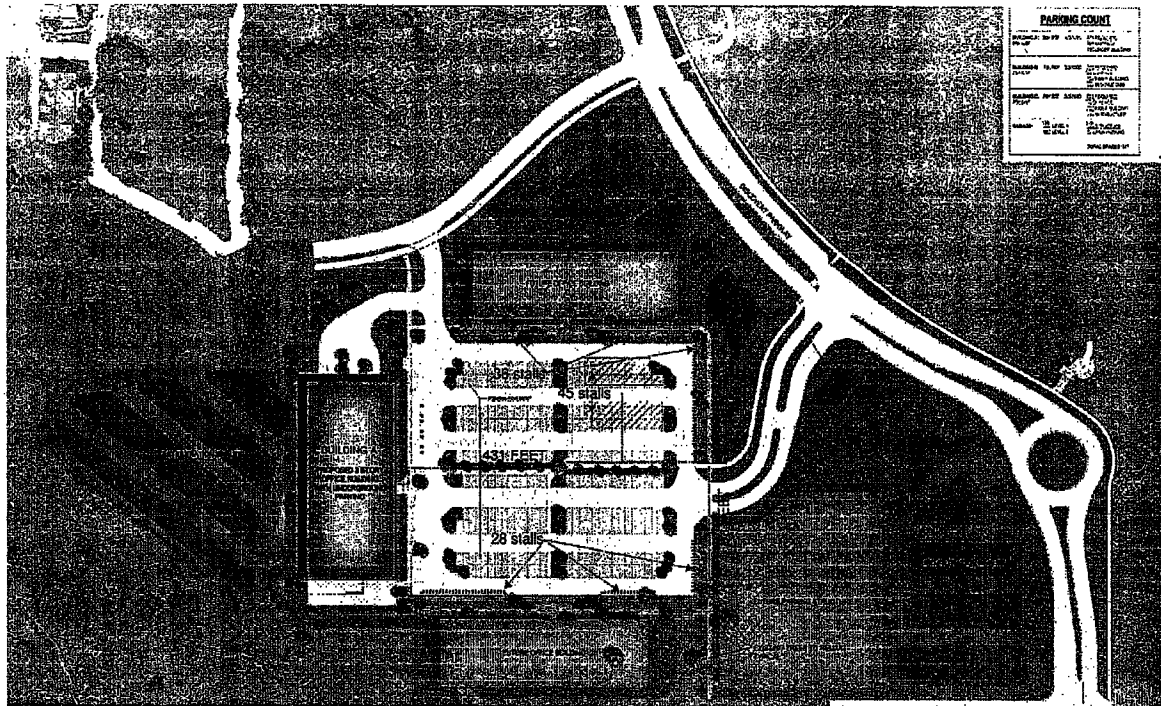
That part of the Southeast 1/4 of Section 20 Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of said Southeast 1/4; thence North 88°15'23" East, on and along the south line of said Southeast 1/4, 1099.59 feet; thence North 00°00'00" East, 715.25 to the point of beginning; thence South 90°00'00" West, 357.30 feet; thence North 44°59'59" East, 5.37 feet; thence North 00°00'00" East, 470.00 feet; to the beginning of a curve to the left, having a radius of 297.00 feet and a long chord of North 55°40'54" East, 1.17 feet; thence Northeasterly, on and along the arc of said curve, 1.17 feet to the beginning of a curve to the right, having a radius of 124.50 feet and a long chord of South 07°45'23" East, 33.61 feet; thence Southeasterly, on and along the arc of said curve, 33.71 feet; thence South 00°00'00" East, 51.71 feet to the beginning of a curve to the left, having a radius of 64.50 feet and a long chord of South 22°07'21" East, 48.77 feet; thence Southeasterly, on and along the arc of said curve, 50.02 feet to the beginning of a curve to the left, having a radius of 4.50 feet and a long chord of South 67°56'08" East, 3.38 feet; thence Southeasterly, on and along the arc of said curve, 3.47 feet; thence North 90°00'00" East, 326.50 feet; thence South 00°00'00" East, 159.04 feet to the beginning of a curve to the left, having a radius of 29.50 feet and a long chord of South 04°56'02" East, 3.97 feet; thence Southeasterly, on and along the arc of said curve, 3.97 feet; thence North 89°56'32" East, 29.16 feet to the beginning of a curve to the left, having a radius of 43.50 feet and a long chord of North 51°23'25" East, 56.75 feet; thence Northeasterly, on and along the arc of said curve, 61.83 feet; thence North 10°05'03" East, 88.80 feet to the beginning of a curve to the left, having a radius of 120.80 feet and a long chord of North 24°45'48" East, 58.89 feet; thence Northeasterly, on and along the arc of said curve, 59.48 feet; thence North 39°00'01" East, 36.89 feet to the beginning of a curve to the left, having a radius of 13.50 feet and a long chord of North 07°37'51" East, 14.05 feet; thence Northeasterly, on and along the arc of said curve, 14.78 feet; thence North 39°00'00" East, 3.31 feet to the beginning of a curve to the left, having a radius of 955.00 feet and a long chord of South 51°22'33" East, 82.90 feet; thence Southeasterly, on and along the arc of said curve, 82.93 feet to the beginning of a curve to the left, having a radius of 29.50 feet and a long chord of South 61°25'24" West, 22.51 feet; thence Southwesterly, on and along the arc of said curve, 23.09 feet; thence South 39°00'01" West, 31.90 feet to the beginning of a curve to the right, having a radius of 54.00 feet and a long chord of South 27°09'24" West, 21.89 feet; thence Southwesterly, on and along the arc of said curve, 22.04 feet; thence South 14°31'18" West, 109.42 feet to the beginning of a curve to the right, having a radius of 102.50 feet and a long chord of South 52°15'27" West, 125.48 feet; thence Southwesterly, on and along the arc of said curve, 135.04 feet to the beginning of a curve to the left, having a radius of 29.50 feet and a long chord of South 45°15'38" West, 41.53 feet; thence Southwesterly, on and along the arc of said curve, 46.07 feet; thence South 00°00'00" East, 82.77 feet to the point of beginning.

Containing 143,316 square feet (3.290 acres), more or less.

EXHIBIT B

SITE PLAN



Site Plan

EXHIBIT B

ZILBER LTD.

INNOVATION CAMPUS



ABB

upside down : architects
Partnership: Architecture & Planning
1000

EXHIBIT C

COMPLETION GUARANTY

This Completion Guaranty ("Guaranty") is made and entered into as of the 22nd day of March 2013 by Zilber Ltd., a Delaware corporation ("Guarantor"), for the benefit of the City of Wauwatosa, Wisconsin, a municipal corporation ("City").

WITNESSETH:

WHEREAS, Towne Realty, Inc., a Wisconsin corporation ("Towne"), is the sole member of TI Investors of Wauwatosa LLC, a Wisconsin limited liability company ("Developer"), and the Guarantor is the sole shareholder of Towne; and]

WHEREAS, Developer is the Owner of certain land in the City located at 1425 Discovery Parkway, Wauwatosa, Wisconsin 53226 legally described on Exhibit A ("Property") to that certain Development Agreement of even date entered into by and between the City and Developer ("Development Agreement"), to which Development Agreement this form of Guaranty is attached as Exhibit C, and Developer is also the holder of an easement over certain lands which adjoin the Property, the area of which is also legally described on Exhibit A ("Easement Area") to the Development Agreement (the foregoing Property and Easement Area collectively hereinafter the "Development Property"); and

WHEREAS, the Developer has agreed to construct a 90,000± rentable square foot ("RSF") three (3)-story office building (80,000± RSF of which is to be initially fully built out with a tenant option to fully build out the remaining 10,000± RSF) containing one hundred (100) stalls of underground parking and three hundred five 305 surface parking stalls located on, and inclusive of, the Development Property (collectively the "Project" or "Development"); and

WHEREAS, the Developer has, pursuant to the Development Agreement, agreed to cause the Guarantor to provide this Guaranty to the City.

NOW, THEREFORE, for good, valuable and sufficient consideration and as in inducement to the City to enter into the Development Agreement with the Developer, the Guarantor does hereby, subject to the terms hereof, covenant and agree as follows:

Section 1. Recitals as Covenants. The foregoing Recitals shall be deemed covenants of this Guaranty.

Section 2. Guaranty.

2.1. Guarantor hereby guarantees to the City for its benefit that the Developer shall promptly complete the Development provided for under the Development Agreement, pursuant to the terms thereof, subject to the force majeure provisions contained in Section 13.j. of the Development Agreement.

2.2. The obligation of the Guarantor under this Guaranty shall be absolute and unconditional, and upon the failure of the Developer to timely complete the Development as provided for under the Development Agreement, Guarantor agrees that it shall complete and fulfill the said Development obligations for the benefit of the City.

2.3 It is expressly understood and agreed until this Guaranty is terminated pursuant to Section 2.5 below, this is a continuing guaranty and that the obligations and liabilities of the Guarantor under this Guaranty are and shall be primary, direct and immediate, shall not be conditional or contingent upon pursuit by the City of any remedies it may have against the Developer under the Development Agreement, whether pursuant to the terms thereof or by law. Without limiting the generality of the foregoing, the City shall not be required to make any demand on Developer or otherwise pursue or exhaust its remedies against the Developer, before, simultaneously with, or after enforcing its rights or remedies hereunder against the Guarantor. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor either in the same action, if any, brought against the Developer or in a separate action.

2.4 Any defense of any kind or nature which the Developer has or may have against the City in conjunction with the City's obligations under the Development Agreement or any other transaction shall be available to the Guarantor as a setoff, counterclaim, reduction or diminution of any obligation of the Guarantor pursuant to this Guaranty.

2.5 This Guaranty shall be a limited guaranty and shall not create or confer any obligation whatsoever upon the Guarantor for any of the Developer's obligations pursuant to the Development Agreement, except as specifically set forth herein. Upon substantial completion of the Development by the Developer and/or the Guarantor as evidenced by the City's issuance of a certificate of occupancy for the Development, this Guaranty shall be deemed terminated and be of no further force or effect.

Section 3. Guarantor's Representations and Warranties. Guarantor hereby represents and warrants to the City as follows:

3.1 Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty, and this Guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights against the Guarantor.

3.2 The execution, delivery and performance by Guarantor of this Guaranty does not and will not violate or conflict with any law, rule or regulation, order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator, and does not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound.

3.3 No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty or the validity or enforceability thereof.

3.4 Guarantor has independently and solely without reliance in any manner upon the City, and based upon consultation with the Guarantor's attorneys, accountants and other consultants and advisors and review of such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into this Guaranty.

3.5 From and after the occurrence of an Event of Default under the Development Agreement by Developer in the payment or performance of Developer's

obligations with regard to the completion of the Development, Guarantor hereby agrees that the Subordinated Indebtedness (as hereinafter defined) shall be subordinate and junior in right of payment to the prior payment and performance in full of all of Developer's obligations with regard to the completion of the Development. For purposes of this Guaranty, the term "Subordinated Indebtedness" means all indebtedness, liabilities, and obligations of Developer to Guarantor, whether such indebtedness, liabilities, and obligations now exist or are hereafter incurred or arise, or whether the obligations of Developer thereon are direct, indirect, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such indebtedness, liabilities, or obligations are evidenced by a note, contract, open account, otherwise, and irrespective of the person or persons in whose favor such indebtedness, obligations, or liabilities may, at their inception, have been, or may hereafter be created, or the manner in which they have been or may hereafter be acquired by Guarantor.

Section 4. Miscellaneous.

4.1 No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the City. No failure on the part of the City to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

4.2 Guarantor recognizes that the City is relying upon this Guaranty and the undertakings of Guarantor hereunder in entering into the Development Agreement and further recognizes that the execution and delivery of the Guaranty is a material inducement to the City in entering into the Development Agreement. Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty.

4.3 This Guaranty is executed and delivered as an incident to transactions negotiated, consummated, and performable in Milwaukee County, Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin. Guarantor hereby irrevocably (i) submits to the exclusive jurisdiction of the Circuit Court of Milwaukee County, Wisconsin, and (ii) waives any objection Guarantor may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum or based upon any claims of diversity of citizenship. Guarantor agrees that service of any notice upon it shall be in writing and shall be made delivered or sent by either personal delivery, certified mail, return receipt requested or facsimile to the Guarantor as follows:

To the Guarantor:

Zilber Ltd.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203
Attn: John W. Kersey, Executive Vice President
Phone Number: 414-274-2509
Facsimile Number: 414-274-2706

With a simultaneous copy to: Zilber Ltd.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203
Attention: James B. Young, Senior Vice and
General Counsel
Facsimile Number: 414-274-2710

4.4 Guarantor hereby waives notice of acceptance of this Guaranty by Guarantor.

4.5 In construing the meaning of this Guaranty, the rule of construction against the drafter shall not apply. The titles and headings of this Guaranty are provided as a matter of convenience only and shall not be understood to define, limit, construe or describe the scope or intent of any provision of this Guaranty.

4.6 In the event of any litigation between the City and the Guarantor under or pursuant to this Guaranty, the non-prevailing party shall pay the prevailing party all actual costs and expenses of such litigation, including reasonable attorneys' fees, incurred by such prevailing party.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed in its name and behalf as of the date first above written.

ZILBER LTD.

By: _____
Title: