

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/6/11

LEASE NO.

GS-05B-18545

THIS LEASE, made and entered into this date by and between EDB INVESTMENTS, LLC

Whose address is Tri Park Center
1650 TRI PARK WAY
APPLETON, WI 54914-1652

and whose interest in the property hereinafter described is that of OWNER hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 4,000 rentable square feet (RSF) of office and related space, which yields 4,000 ANSI/BOMA Office Area square feet (USF) of space at Tri Park Center 1648 Tri-Park Way, Suite 100, Appleton, WI 54914-1601 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are two (2) reserved on site surface parking spaces for exclusive use of Government employees.

See attached block floor plan labeled "Exhibit A."
See attached parking lot map labeled "Exhibit B." Reserved spaces shall be marked at Lessor's expense.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about July 1, 2011 and continuing through June 30, 2021 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$78,400.00 (\$19.60/RSF which equates to approximately \$19.60/USF) at the rate of \$6,533.33 per month in arrears for years 1 - 5 and \$65,520.00 (\$16.38/RSF which equates to approximately \$16.38/USF) at the rate of \$5,460.00 per month in arrears for years 6 - 10.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

EDB INVESTMENTS, LLC
200 E WASHINGTON ST
SUITE 2A
APPLETON, WI 54911-8000

c/o Brad Schwabs *EB* / Govt. *AR*
Lessor
Init.: Lessor: *EB* / Govt. *AR*

4. The Government may terminate this lease in whole or in part at any time on or after July 1, 2016 by giving at least sixty (60) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the Government for the following terms and at the following~~
~~rentals:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance, space improvements, and special requirements as specified in the attached Solicitation For Offers (SFO) Number GS-05B-18545 dated September 8, 2010 and other documents attached to this lease as described in paragraph 7 below. THIS IS A FULLY SERVICED LEASE.
- B. As part of the rental rate, Lessor will replace all vinyl tile in the break room and copy room, clean and reseal all existing tile not being replaced, replace all carpet and base per carpet specifications in paragraph 7.15 of the attached Solicitation For Offers (SFO) Number GS-05B-18545 dated September 8, 2010, install [REDACTED] per paragraph 10.14 of the SFO, replace blind vanes on the south side windows to minimize glare and heat from the sun, and install two (2) outlets for power, phone and data in the conference room. Alterations shall be completed within forty-nine (49) calendar days after award of the lease. The Lessor hereby waives restoration.

7. The following are attached and made a part hereof:

- (A) Attachment A to SF-2 (Paragraphs 9-23) – 3 Pages
- (B) SFO Number GS-05B-18545 and Special Requirements – 56 Pages
- (C) SFO Amendment # 1 – 3 pages
- (D) Form 3517B, General Clauses – 34 Pages
- (E) Form 3518, Representations and Certifications – 7 Pages
- (F) Exhibit A, Floor Plan – 1 Page
- (G) Exhibit B, Parking Lot Map – 1 Page

8. The following changes were made in this lease prior to its execution:

- (1) Paragraph 5 of SF- 2 has been deleted in its entirety.
- (2) Original SFO paragraphs 3.7 and 8.3 on pages 17 and 38 were deleted in their entirety and replaced by SFO Amendment Number 1.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: EDB INVESTMENTS, LLC

BY [REDACTED] _____
(Signature)

(Signature)

IN PRE [REDACTED] _____

[REDACTED]

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [REDACTED] _____
(Signature)

Lease Contracting Officer
(Official title)

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ATTACHMENT A
LEASE #GS-05B-18545**

9. The date of this lease is the date this contract was formed. This lease reflects the terms and conditions of the accepted Final Proposal dated March 14, 2011.
10. The lease commencement date of July 1, 2011 in Paragraph 2 of the SF-2 is the estimated effective date. The actual commencement date shall be established via Supplemental Lease Agreement (SLA) after all improvements to the space per paragraph 6, part B. of the SF-2 have been completed and accepted by the Government. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date and subject to termination rights per paragraph 4 of the SF-2. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
11. The lease is subject to real estate tax adjustments. \$2.10/RSF (\$2.10/USF) or \$8,400 annual is included in the rental rate for taxes. The actual tax base shall be established at a later date per paragraph 4.2 of the SFO. For the purpose of computing real estate tax adjustments in accordance with the SFO, paragraph 4.2, it is agreed that the Government occupies 34.86% of the building of which the Government will pay its share of taxes when they exceed the base year. 34.86% is based on the Government occupying 4,000 RSF of space in a building of 11,476 rentable square feet ($4,000 / 11,476 = 34.86\%$). This property consists of two (2) parcels which are separately assessed. The Property Tax Identification Numbers are 102-427300 and 102-427200.
12. The lease is subject to operating cost escalations in accordance with SFO, Paragraph 4.3 entitled Operating Costs. The first year's base cost is hereby established as \$9.17/RSF (\$36,680.00 per annum) for 4,000 RSF of office space. This equates to a usable square footage cost of approximately \$9.17/USF.
13. The Common Area Factor, as referenced in Paragraph 4.1 of the SFO, is established as 1.00.
14. In accordance with Paragraph 4.4 of the SFO entitled Adjustment for Vacant Premises, the adjustment is established as \$6.43/USF for vacant space (not occupied by the Government).
15. In accordance with Paragraph 4.6 of the SFO entitled Overtime Usage, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:00 a.m. – 5:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"). The rate for overtime usage is established as \$17.22 per hour
16. Lessor shall provide janitorial service within Tenant's space after office hours, 6:00 a.m. to 5:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
17. The Lessor is a Limited Liability Corporation and a small business, the Tax Identification Number is [REDACTED].

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Lessor Government

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18. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518, Representations and Certifications. The Lessor's DUNS number is 962550559.
19. The total ANSI/BOMA office area square feet referred to in Paragraph 1 of the SF-2 is subject to adjustment, but may not exceed the maximum limitation defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered that has been determined through mutual field measurement, the per annum rental amount shall be adjusted. The lease will be amended by Supplemental Lease Agreement after actual measurements to establish the correct square footage and rental in compliance with the terms of the lease.
20. The Contracting Officer represents the General Services Administration as an agent with the authority to enter into this Lease on behalf of the Government and executes this document in his or her official capacity only, and not as an individual.
21. It is agreed by the parties hereto that all the terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and Government are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
22. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant is **not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
23. In accordance with SFO Paragraph 2.4 entitled "*Broker Commission and Commission Credit*," The Will Steiner R.E. Group ("Broker") and it cooperating brokers the Crown Partnership, Inc. and Transcapital Realty, LLC is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO Paragraph 2.4 only [REDACTED], or [REDACTED] of the Commission, will be payable to The Will Steiner R.E. Group. The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over three (3) months.

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Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment \$6,533.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

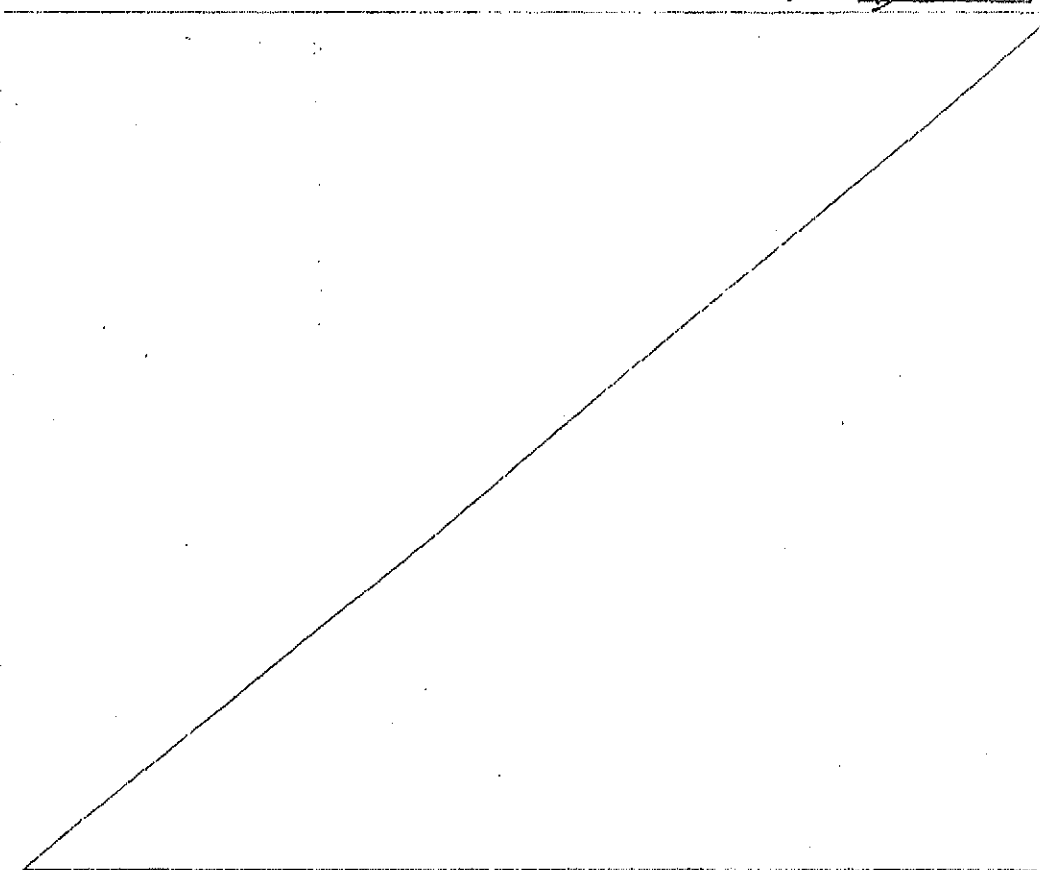
Second Month's Rental Payment \$6,533.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment \$6,533.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

Lessor EB & Govt PA

Lessor EB & Govt PA

Lessor EB & Govt PA



Initials: *EB* & *PA*
Lessor Government