

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

10/29/09

LEASE NO.

GS-05B-17834

THIS LEASE, made and entered into this date by and between

whose address is C.D. Smith Construction, Inc.
889 E Johnson Street
Fond Du Lac, Wisconsin 54935

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 consideration hereinafter mentioned, covenant and agree as follows:

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

A one story existing building yielding 6,141 rentable square feet (5,874 usf) of space at the site to be known as the Fond Du Lac Office Building located on 180 Knights Way, Fond Du Lac, Wisconsin 54935, with 25 on site parking spaces. To be used for such purposes as determined by the General Services Administration.

- 2 TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1 2010 through June 30, 2020 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$196,313.00 (\$31.97/rsf, \$33.42/usf) at the rate of \$16,359.42 per month in arrears. Monthly rent consists of \$8,587.17 per month for shell rent and \$2,870.92 (\$5.61/rsf, \$5.62/usf) per month for tenant improvements. Also included in the annual rent are operating and tax costs specified in paragraphs 10 and 11. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

C.D. Smith Construction Inc
889 E Johnson Street
Fond Du Lac, WI 54935

- ~~4. The Government may terminate this lease at any time on or after DATE OF FIRM TERM, by giving at least # OF DAYS NOTICE 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 rents:~~

~~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:

All services and utilities, maintenance of systems, janitorial services, and space improvements as noted and as specified in Solicitation for Offers No. GS-05B-17834 as amended, Special Requirements and other attachments to the lease specified in paragraph 7, including but not limited to meeting all handicapped accessibility and fire safety requirements.

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

Continuation of SF2, Paragraphs 9 through 24 (2 pages); Exhibit A, block plan (1 page); Exhibit B, site plan (1 page); Exhibit C, elevation plan (1 page); Solicitation for Offers No. GS-05B-17466 dated 09/21/07; Attachment #1, Lease Cost Breakdown Summary; Attachment #2, Definitions of Shell and TI; Attachment #3, General Requirements; Attachment #4, Document Security Form; GSA Form 3517B, General Clauses-(REV 12/03); GSA Form 3518, Representations and Certifications-(REV 12/03)

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

Paragraphs 1.1-1.3, 1.6 and 1.13 were deleted in their entirety.

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

LESSOR: CD Smith Construction, Inc.

BY

[Redacted Signature]

[Redacted Signature]

IN PRE

[Redacted Name]

Thomas Gillet

*881 E. Johnson St
Fond du Lac, WI 54935*

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

Contracting Officer

Melissa McKenna (Signature)

(Official Title)

SF-2 CONTINUED

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9. This lease was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated June 10, 2009 submitted by the Lessor under SFO No. GS-05B-17834. This lease reflects the terms and conditions of the accepted Best and Final Offer.

10. The annual base for operating cost adjustments under the provisions of Section 3.5 of the Solicitation for Offers (SFO) shall be \$42,065.85 (\$6.85 /rsf, \$7.16/usf) based on 6,141 rentable square feet of office and related space.

11. The total percentage of space occupied under this Lease is 41%, based on the Government occupying 6,141 rentable square feet of office and related space, of the total rentable square foot area in the building which is 15,000 square feet. Real Estate Tax adjustments as delineated in Section 3.4 of the SFO shall be based on this percentage. It is agreed that the tax base shall be \$2.72 rsf/\$2.84 usf.

12. It is agreed that there will be a \$30 dollar charge per hour for the overtime usage of HVAC.

13. The Lessor and the Government agree that the square foot area covered by this Lease is 6141 rentable square feet yielding 5874 useable square feet. If the Government negotiates to take additional space, the amount that may be added is subject to the building requirement that all demising walls (as well as partitioned walls within the leased premises contiguous to a window) be located perpendicular to a column surface or to a window mullion. Once approved by the contracting officer, adjustment to the annual rental for additional space shall be made at the per square foot rate coinciding with the rental rates mentioned in Paragraph 3. If a mutual field measurement is required and the measurement differs from above, the annual rental will be adjusted as stated above.

14. The effective date of July 1, 2010 specified in Paragraph 2 of this Lease, is the estimated beginning date. The Lessor shall complete the space, ready for beneficial occupancy, no later than 180 calendar days after receiving the Government's Notice to Proceed.

If the actual date of beneficial occupancy by the Government is different from September 1, 2010, then the actual effective date and other corresponding dates, shall be established by Supplemental Lease Agreement to the Lease. The term shall be in effect for ten (10) years firm, thereafter, computed from the actual effective date.

15. The DUNS Number: 005781356. The Tax ID Number is: [REDACTED]

16. In Section 1.9B (2), Tenant Improvement Allowance, the Lessor agrees to provide up to \$247,178.00 toward the cost of tenant improvements. In the event that the Tenant Improvement Cost is less than the amount provided above, Lessor agrees as outlined in Section 1.8, Tenant Improvement Allowance Cost Settlement, to refund such difference in the form of reduction of the tenant improvement portion of the rental using a 7% amortization rate over the firm lease term 10 years (120 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, the overage shall be reimbursed as a lump sum payment. In the event the Government pays for tenant improvements as a lump sum payment via a reimbursable work authorization, no financing charges shall apply. The Government and the Lessor must agree on the final tenant improvement costs through a Supplement Lease Agreement.

17. It is the Lessor's responsibility to obtain the current prevailing wage rates at the time of construction in the area of the construction from the Department of Labor and to use those rates to comply with Paragraph 120 of the SFO.

INITIALS: mc & MM
LESSOR & GOVT

18. It is agreed by the parties hereto, that the block, site, and elevation plans submitted by the Lessor and attached as Exhibit A, B, and C does not reflect the actual space plan and are subject to change by the Government. The space is a clear span with no support columns. The electrical room shown on the block plans at the northeast corner of the building can not be relocated. The Lessor will eliminate the interior entry door in the space and install an exterior entry door instead. The public entrance to the space will be at the front (west) side of the building. Existing partitioning will be demolished. The Government will design the interior space including the placement and dimensions of the privacy wall, special use rooms, offices, public and employee restrooms and the public and employee vestibules. The lessor has indicated that the Government has the option of using the existing men's and women's restroom in the adjoining nonleased space as employee restrooms should the floor plan allow for this. The lessor will provide a cost comparison showing the expenses involved in this option as opposed to the construction of the new employee restrooms.

19. The Lessor shall complete space improvements in accordance with the approved design intent drawings, no later than 180 days after receipt of said drawings and or pricing approval by the Government. Space improvements include all necessary labor, materials, equipment, subcontracts, supervision, design fees, and administration. The Government reserves the right to request the Lessor's invoices for the work performed for review and cost approval prior to making payment for the tenant improvement. Actual tenant improvement costs shall be amortized back into the annual rent at 7% over ten (10) years

20. A parking area will be provided near the front entrance and shall accommodate 24 employee vehicles. 16 employee parking spaces will be allotted to the Government at the back (east) side of the building. The employee entrance will also be located on this side of the building. Handicapped parking for the public will be designated from the parking spaces at the public entrance. Concrete bumpers shall be provided. Each parking space should be 19 feet long, 9 feet wide, and have 25 feet of maneuvering space for ingress and egress into the parking space. Parking for the handicapped must comply with the "Parking and Loading Zones" paragraph in the HANDICAPPED ACCESSIBILITY section of the SFO, and must meet both local and ADA requirements. General maintenance, including snow removal, shall be accomplished prior to or after business hours. Each parking lot shall have adequate lighting that illuminates the entire parking lot also in accordance of section 6.19 of the SFO. Unauthorized vehicles shall be removed from the premises at no expense to the Government. There should be ingress and egress for semi-trucks to make deliveries to the building.

21. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration or her/his designee. The Government occupant is not authorized to administer this Lease. General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by the Contracting Officer or her/his designee.

22. It is agreed by the parties hereto that this Lease contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied shall be admissible to contradict the provisions of the Lease.

23. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and executes this document in an official capacity only and not as an individual.

24. The current bus stop is at the intersection of Knights Way and Camebt Drive. The lessor will install and maintain (maintenance includes snow plowing). A concrete sidewalk along Knights Way from the current bus stop to the building. Prior to Government occupancy, the lessor will contact the transit company to discuss the proposal of a closer bus stop and a bus turn around on the property.

INITIALS: mk & MM
LESSOR GOVT