

STANDARD FORM 2
FEBRUARY 1995 EDITION
GENERAL SERVICES
ADMINISTRATION
FORM NO. GFR1-115-001

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

12/16/10

LEASE NO.

GS-05B-17972

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

whos address is City Center Associates, LLC
334 City Center
Oshkosh, Wisconsin 54903

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:

1,012 BOMA usable square feet (1,164 rentable) of office space located on the first (1st) floor of the City Center Building, located at 400C City Center, in Oshkosh, Wisconsin 54901, to be used for such purposes as determined by the General Services Administration.

This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-17972 which is attached to, and is part of this lease.

Five (5) surface parking spaces are available, on site, to the Government, its visitors and employees, at no additional cost. All space 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 of seven (7) years, five (5) years firm, beginning on May 1, 2011. The actual commencement date of this lease, along with any applicable termination rights, shall more specifically be set forth in a Supplemental Lease Agreement (SLA) upon the substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$38,994.00 at the rate of \$3,249.50 per month in arrears (\$33.50/rsf, 38.535/usf). Rent is for shell/base rent, tenant improvements, operating cost and estimated real estate tax base. Tenant Improvements, are amortized over the initial 60 months at an annual interest rate of 10%. Rent for a lesser period shall be prorated.

In Section 1.8, Tenant Improvement in Offer, the Lessor agrees to provide up to \$39.84 per BOMA usable square foot toward the cost of the tenant improvements as defined. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 10% amortization annual interest rate over 60 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement.

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

City Center Associates, LLC
334 City Center
Oshkosh, Wisconsin 54903

4. The term of this lease shall be for seven (7) years, five (5) years firm. The Government shall have the option to terminate this lease at any time after the initial five years with sixty (60) days written cancellation notice to the Lessor. 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.~~

COMPUTER GENERATED FORM (GSA)

EXCEPTION TO SF 2 APPROVED BY GSA: UMS 12.10

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

- (A) All services, utilities and maintenance (including janitorial) of the building and grounds as provided in the Solicitation of Offers GS-05B-17972 and attachments hereto.
- (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-17929 including the attachments to the lease referenced in Paragraph 7 below, including but not limited to, providing 2 on-site parking spaces as well as meeting all Handicap

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

- U.S. Government Lease For Real Property, Standard Form 2 --- 2 Pages
- Attachment A- 2 Pages
- Solicitation for Offers (SFO) GS-05B-17972 --- 47 Pages
- Attachment #2 to the SFO -2 Pages
- Form 3517B, General Clauses --- 33 Pages
- Form 3518, Representations and Certifications --- 6 Pages
- Davis Bacon Wage Rates.- 17pages (Note: It is the lessor's responsibility to always use current Davis Bacon Wage Rates.)
- Exhibit A- Floor Plan Drawings

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

GS-05B-17972 Page 2 of 2

LESSOR	City Center Associates L.L.C.	
BY	[REDACTED]	(Signature)
IN PRESENCE OF	[REDACTED]	OSHIKOSH WI 5/14/11
		334 CITY CENTER (ADDRESS)
UNITED STATES OF AMERICA	GENERAL SERVICES ADMINISTRATION	
BY	[REDACTED]	Contracting Officer

8. The following changes were made in this lease prior to its execution:
 - a. Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety.
9. Lessor agrees to provide up to \$39.84 per usable square foot ($\$39.84/\text{usf} \times 1012 \text{ usf} = \$40,318.08$) at 10% interest over five (5) years = \$10,279.68 per year or \$10.16 per usable square foot (\$8.83 per rentable square foot) for each of the five (5) years toward the cost of improvements.
10. Once the actual tenant improvement (TI) cost is agreed upon, a SLA will be drafted to reflect the cost amount over the firm term in the annual and monthly rental rate. The TI annual rate portion of the rent will be based on the interest rate of 10%.
11. The date of this lease, is the date this contract is executed by the Government as a result of the Government's acceptance of the Lessor's Final Proposal Revision submitted by the Lessor under SFO GS-05B-17972. This lease reflects the terms and conditions of the accepted Final Proposal Revisions.
12. The actual effective date of the lease commencement shall be established by Supplemental Lease Agreement. The lease term will then be in effect for seven (7) years thereafter, computed from the actual effective date. The anniversary date for adjustments and any termination rights shall be adjusted to coincide with any revised actual effective date.
13. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 3.7 of SFO GS-05B-17972, this lease has a cost of services base of \$8,532.12 annum or \$7.33 per rentable square feet for 1164 square feet of rentable office space. This equates to a rate of \$8.43 per usable square foot.
14. For the purpose of computing Real Estate Tax adjustments in accordance with Paragraph 3.5 of SFO GS-05B-17972, it is agreed that the Government occupies .42% of the Building of which the Government shall pay taxes when they exceed the base year taxes as defined in GS-05B-17972 section 3.5. The identification number for the property will be provided when it is determined.
15. Pursuant to, Paragraph 3.13 of SFO GS-05B-17972, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$0.00 per usable square foot per annum for operating expenses.
16. Pursuant to, Paragraph 7.3 of SFO GS-05B-17972, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours on Monday through Friday (6:00 a.m. – 7:00 p.m.), except Saturday, Sunday and Federal Holidays ("Normal Hours"), at a rate of \$65.00 per hour.
17. Lessor shall provide janitorial service within Tenant's space. Cleaning should be done during the hours of 7:00 am – 4:00 pm but outside the hours the office is open to public., Monday through Friday, except Saturday, Sunday and Federal Holidays
18. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, for Lessor's consideration.
19. The lease common area factor 1.15019
20. The Lessor is a Corporation and a small business. The Tax Identification Number is [REDACTED]. Its DUNS number is 019576243.
21. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.

INITIALS:  & 
LESSOR GOVERNMENT

22. All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Contracting Officer. This contract is between GSA and City Center Associates LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.
23. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
24. The lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (The Contracting Officer or his/her representative).
25. The lessor will provide five (5) parking spaces for [REDACTED] employees and client use
26. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the success in interest and change the payee for rent or other payments:
 - (I) Evidence of the transfer of title.
 - (II) A letter from successor Lessor (transferee) assuming, approving and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - (IV) The IRS tax identification number of the new owner.

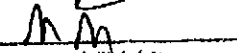
Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid the new owner(s) upon final settlement of the estate.

INITIALS:  & 
LESSOR GOVERNMENT

ATTACHMENT NO. 2 TO SFO

Electrical and telephone outlets and wiring from the tenant demised premises to the building core.
Carpeting or other floor covering; raised access flooring.
Plumbing fixtures within the demised premises and connection to the building core.
Partitioning and wall finishes.
Doors (including interior suite entry door to main vestibule area), sidelights and frames, and hardware.
Millwork.
Fire alarm wiring from building core to tenant space and then within tenant space; pull stations; strobes; annunciators; and, exit signage within the demised premises.
Thermostats.
Window treatments.
Supplemental power, cooling or heating (above the open office plan layout capacities provided in base building) higher rates of air exchanges- (if it entails additional or upgraded air handling equipment); pathogen control systems; and all other special HVAC components required by specific tenant needs.
Adjustment or repositioning of sprinkler heads so as not to conflict with tenant's particular office partition layout; additional sprinklers required by local code to meet tenant's layout, or ceiling grid adjustments and consequent repositioning of sprinkler heads to the center of ceiling tiles.
Tenant signage in the common corridor and within the tenant's demised area and exterior building signage. (An overall tenant directory in the building lobby is part of building shell.)
Changes (moves) or additions to the open plan lighting pattern, or to the open plan HVAC distribution network (e.g., additional ductwork, ceiling diffusers, etc. to accommodate individual office layout).
Upgrades or changes to building standard items, such as plaster or vaulted ceilings, specialty lighting, and upgraded ceiling tile.
Structural enhancements to base building to support non-conventional floor loads, such as a library. (The cost for structurally changed space is no longer borne by the tenant through a continuing premium rent charge.)
Private bathrooms, private elevators, or staircases within tenant space.
Security systems and features within tenant space are part of tenant improvements including exterior fencing

LESSOR 

GOV'T 
(initial date)