

This Lease is made and entered into between

Lessor's Name: PH LLC doing business as (dba) Molasky Group of Companies

("the Lessor"), whose principal place of business is 100 N. City Parkway, Suite 1700, Las Vegas, NV 89106-4614 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**3600 South Lake Drive
St. Francis, Wisconsin 53235-3716**

and more fully described in Section 1 and Exhibit A-Legal Description, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

20 Years Firm

to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR

Name: ~~RICHARD S. WORTHINGTON~~ *BRADLEY SHOR*
Title: *President CFO*
Date: *9/18/14*



Date: *7/19/2014*



Name: *TAKI CAPPELLO*
Title: *CONTROLLER*
Date: *9-18-14*

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: **82,546** rentable square feet (RSF), yielding a minimum **75,368** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, based upon a common area factor of **1.0952** percent, located in the entire five (5) story (with one (1) floor below grade), of the Building, as depicted on the floor plans attached hereto as Exhibit B – Floor Plans. The Building, Office and Related Space shall be solely occupied by the Tenant.

1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)

The Government shall have the exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking:

1. **202** parking spaces as depicted on the plan attached hereto as Exhibit C – Site and Parking Plans, reserved for the exclusive use of the Government, of which **134** shall be secured structured/inside parking spaces and **48** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. See Exhibit D - Program of Requirements (POR) for additional parking requirements.
2. Public parking spaces for **20** vehicles (included in total above) shall be provided for visitors and shall be available on-site, outside of the secure perimeter fence. The Lessor shall be required to implement and maintain a parking enforcement system (to include signage & towing of unauthorized vehicles) as part of the shell parking requirement. See POR for additional parking requirements.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space and infrastructure located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as described in the POR, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease. The Government reserves the right to mount antennas at no additional cost to the Government at any time during occupancy. Only the Government approved antennas will be mounted on the roof or roofs of the campus facilities. Refer to the Rooftop Antenna section of the POR for additional requirements.

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM | |
|---|--------------------|----------------------|
| | ANNUAL RENT | ANNUAL RATE/RSF |
| SHELL RENT | \$2,259,773 | \$27.38 |
| TENANT IMPROVEMENTS RENT ¹ | \$ 589,284 | \$7.14 ³ |
| OPERATING COSTS | \$ 891,943 | \$10.81 |
| BUILDING SPECIFIC SECURITY ² | \$ 0.00 | \$ 0.00 ³ |
| TOTAL ANNUAL RENT | \$3,741,000 | \$45.32 |

¹The Tenant Improvement Allowance of \$6,854,393 is amortized at a rate of 6.0 percent per annum over 20 years.
²Building Specific Security Costs of \$0.00 are amortized at a rate of 0 percent per annum over 0 years.
³Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **75,368** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. .

C. Rent will not be subject to any further adjustment except for adjustments relating to an increase or decrease in the POR contained in this lease, ratio adjustments from the POR, and Government – approved change orders subsequent to the Lease Award Date. All adjustments shall be reflected in the amortized tenant improvement portion of the rental rate.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

- F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, design fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking required by this Lease shall be included in the shell rent.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)~~ INTENTIONALLY DELETED

1.05 ~~TERMINATION RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

The following documents are attached to and made a part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| LEGAL DESCRIPTION | 2 | A |
| FLOOR PLANS | 6 | B |
| SITE AND PARKING PLANS | 3 | C |
| PROGRAM OF REQUIREMENTS (POR) | 168 | D |
| ADDENDUM TO PROGRAM OF REQUIREMENTS | 3 | E |
| ROOM DATA MATRIX | 8 | F |
| AMENDMENT 2 TO RLP No. GS-05P-19027 | 3 | G |
| FINAL REVISED PROPOSAL PLANS & NARRATIVES | 85 | H |
| STATEMENT OF COMPLIANCE AND PROPOSED DEVIATIONS | 3 | I |
| TENANT IMPROVEMENT COST (TICS) MATRIX | 30 | J |
| UNIT PRICE MATRIX | 6 | K |
| GSA FORM 3517B GENERAL CLAUSES | 47 | L |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 7 | M |
| LEED CHECKLIST | 1 | N |
| DAVIS BACON WAGE RATES | 9 | O |
| ENERGY STAR | 1 | P |
| FIRE & LIFE SAFETY CLARIFICATIONS | 2 | R |
| K- RATING SECURITY FENCE ASSESSMENT | 3 | S |

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)~~ INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 100 percent.

The negotiated real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease, is \$219,399. Tax Parcel Number is 543-9006-001. No adjustments will be made to this tax base for or during year 1 (one) of this lease.

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$10.81 per rentable SF (\$ 891,943 /annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.50 per ABOA SF of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rate shall apply in the application of the clause titled "Overtime HVAC Usage:"

- \$2.50 per 1,000 ABOA SF per hour

1.15 24-HOUR HVAC REQUIREMENT (AUG 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$4.00 per ABOA SF of the area receiving the 24-hour HVAC (payable in arrears). An invoice shall be submitted to the Government for payment. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space as described in Exhibit H – Final Revised Proposal Plans & Narratives, Exhibit N – LEED Checklist, Exhibit P – Energy Star, Exhibit M – Fire and Life Safety Clarifications, and Exhibit S – K Rating Security Fence Assessment.

~~1.17 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED~~

~~If the Lessor is a qualified HUBZone Small Business Concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone (SBC) must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.~~

1.18 OCCUPANCY DATE (SEPT 2012)

The entire main facility and parking structure must be completed and ready for occupancy by February 1, 2016, based on an estimated lease award date of September 19, 2014.