

DATE OF LEASE

LEASE NO
GS-05B-17450

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

whose address is
Graham Riverside LLC
c/o Commonweal Development
3506 Oakwood Mall, Suite B
P.O. Box 617
Eau Claire, WI 54702-0617

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:

1,050 BOMA usable square feet (1,150rentable) of office space on the third (3rd) floor of a six story office building, known as the Graham Riverside Office Building located at 402 Graham Avenue, Eau Claire Wisconsin 54701, 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-17450 which is attached to, and is part of this lease.

Two (2) 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 five (5) years firm, beginning on April 1, 2012 through March 31, 2017. 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 \$27,784.00 at the rate of \$2,315.33 per month in arrears. Rent consists of \$1,457.90 per month is for shell/base rent, operating cost and estimated real estate taxes, and \$857.43 per month for \$43,302.00 of Tenant Improvements, which were amortized over 60 months at an annual interest rate of 7%. Rent for a lesser period shall be prorated.

In Section 3.2, Tenant Improvement in Offer, the Lessor agrees to provide up to \$41.24 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 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 7% 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:

Graham Riverside LLC
C/O Commonweal Development Corp.
3506 Oakwood Mall, Suite B
P.O. BOX 617
Eau Claire, Wisconsin 54702

~~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 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) All services, utilities and maintenance (including janitorial) of the building and grounds as provided in the Solicitation of Offers GS-05B-17450 and attachments hereto.
- (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-17450 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 Accessibility and Fire/Life Safety Requirements.

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

- Paragraphs 8 through 25 on page 3 through 4
- Exhibit A- Floor Plan Drawings
- Solicitation for Offers (SFO) GS-05B-17450 (dated 8/5/2009) — 51 Pages
- Solicitation for Offers (SFO) GS-05B-17450 Amendment 1
- Attachment 1 Document Security Form - 3 Pages
- Attachment 2 Definition of Shell and Tenant Improvements -2 Pages
- Attachment 3 General Requirements- 9 Pages
- Lease Cost Break Down Sheet -2 Pages
- Pre-Lease Fire Protection and Life Safety Evaluation -4Pages
- Form 3517B, General Clauses — 33 Pages
- Form 3518, Representations and Certifications — 5 Pages

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-17450 and other Attachments to the lease referenced in this Paragraph 7.

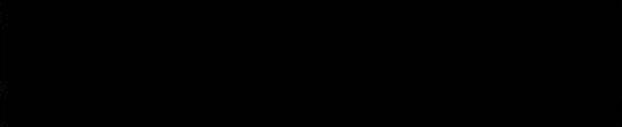
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

GS-05B-17450 Page 2 of 2

LESSOR Graham Riverside LLC

BY  Member _____
(Signature) (Signature)

IN PRESENCE OF  _____
3506 Oakwood Mall Dr., Ste B
(Address) Eau Claire WI 54701

 _____
 Lease Contracting Officer (Official title)

8. The following changes were made in this lease prior to its execution:
 - a. Paragraph 4 and 5 of this STANDARD FORM 2 was deleted in its entirety.
9. Lessor agrees to provide up to \$41.24 per usable square foot ($\$41.24 \times 1050 \text{ usf} = \$43,302.00$) at 7% interest over five (5) years toward the cost of Tenant 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 7%
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-17450. 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 five (5) 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 4.3 of SFO GS-05B-17450, this lease has a cost of services base of \$4,243.50 annum or \$3.69 per rentable square feet (1,150). This equates to a rate of \$4.04 per usable square foot.
14. For the purpose of computing Real Estate Tax adjustments in accordance with Paragraph 4.2 of SFO GS-05B-17450, it is agreed that the Government occupies 20.85% of the Building of which the Government shall pay taxes when they exceed the base year taxes as defined in GS-05B-17450 section 4.2. The identification number for the property will be provided when it is determined.
15. Pursuant to, Paragraph 4.4 of SFO GS-05B-17450, "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 4.6 of SFO GS-05B-17450, "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 \$0.00 per hour.
17. Lessor shall provide janitorial service within Tenant's space. Cleaning should be done during the hours the office is open, Monday through Friday, except Saturday, Sunday and Federal Holidays.
18. The lease common area factor 1.10
19. The Tax Identification Number is [REDACTED]. Its DUNS number is 784036316.
20. The Lease 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: DRM & ARB
LESSOR GOVERNMENT

21. All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Lease Contracting Officer. This contract is between GSA and Graham Riverside 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 Lease 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.
22. 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".
23. 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 Lease Contracting Officer or his/her representative).
24. The lessor has agreed to upgrade the restroom facilities on the 3rd floor in conjunction with the build out of the space. This includes but is not limited to: replacing the sink and the vanity, improving on the lighting, and paint the walls to brighten the space.
25. 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: DRM & AAB
LESSOR GOVERNMENT