

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

Aug 18, 2009

LEASE NO.

GS-05B-17917

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

Waterford of Eau Claire, LLC

whose address is 310 Pinnacle Way

Eau Claire, WI 54701

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. A total of approximately 3,744 rentable square feet (RSF), consisting of 3,257 ANSI/BOMA Office Area square feet (USF) of space and related space located at Waterford Professional Building, 216 Pinnacle Way, Eau Claire, WI 54701, as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - B. Included in the rent at no additional cost to the Government are 3 structured parking spaces for exclusive use of Government employees and patrons.
 - C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.149524102.
 - D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 9.75%.
- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 years, 5 years firm, beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
- 3. The Government shall pay the Lessor annual rent for the first year of the Lease of \$130,964.42 at the rate of \$10,913.70 per month in arrears. The annual rent shall increase as set forth on Schedule B, Schedule of Rent Components. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Waterford of Eau Claire, LLC
310 Pinnacle Way
Eau Claire, WI 54701

4. The Government may terminate this lease at any time after the firm term by giving at least 90 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:

~~_____ years at the rate of _____ per annum, commencing on the date of the expiration of the firm term, and for _____ years at the rate of _____ per annum, commencing on the date of the expiration of the second term, and for _____ years at the rate of _____ per annum, commencing on the date of the expiration of the third term.~~

6. The Lessor shall furnish to the Government, at its cost, the following consideration, the following

All services, utilities, and maintenance of the building and parking lot. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in this lease.

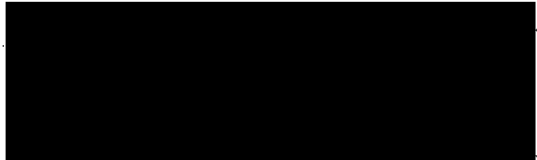
7. The following are attached and made a part hereof:
- X - A. Attachment to Standard Form 2 consisting of 4 pages;
 - X - B. Schedule of Rent Components;
 - X - C. Solicitation for Offers GS-05B-17917 dated 8/15/07, consisting of 46 pages;
 - D. Special Requirements, consisting of 39 pages;
 - X - E. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), consisting 33 pages;
 - X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07), consisting of 7 pages;
 - X - G. Floor or Block plan of leased space, consisting of 1 page;

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

Paragraph 5 has been deleted in its entirety.

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

LESSOR



310 Pinnacle Way, Suite 300
Exton, PA 19341

NAME OF SIGNER

GERALD O. GREEN

UNITED STATES OF AMERICA

NAME OF LESSOR

JOHN BOGUSLAWSKI

LEGAL COUNSEL

CONTRACTING OFFICER