

Kesselman Real Estate

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Sales

Leasing

Consulting

January 30, 2014

Nursing Charter School (Name to be inserted)
Edna Hudson
Address

Re: Invitation to Negotiate lease

Dear Edna

This letter is to serve as a start to negotiate a lease proposal in response to an inquiry we received from you, Edna Hudson for LLC to be formed ("Tenant") to lease approximately 20,000 plus square feet of space in the premises located at 9668 N Appleton Milwaukee, WI (the "Premises") from Birchwood LLC ("Landlord").

Location: 9668 N. Appleton Avenue, Milwaukee, WI.

Space: The desired space consists of Over 20,000 square feet on the first floor of the 1 story portion of the premises. The Landlord and Tenant may wish to consider the leasing of additional square footage on the vacant second floor of the 5 story attached building. This space could be up to an additional 20,000 plus sq. ft.

Desired Use: Charter School

Term: Five (5) years (Options as agreed to)

Lease and Rent Commencement: Upon substantial completion of Tenant's demised premises, estimated to be _____.

Base Rental Rate: Rental rate is quoted at \$7.00 per foot. It is the intent to develop a pocket lease expanding the space annually until full capacity is attained.

NNN Charges: Tenant shall pay its pro rata share of real estate tax and property insurance, the initial amounts shall be _____.

Utilities: Tenant's utilities shall be separately metered and charged to Tenant directly by the provider. In the event Tenant rents part of high rise building utilities would be included in that portion of space.

Landlord Repairs and Maintenance:	Landlord shall maintain and keep the exterior supporting walls, foundations, roof, gutters and downspouts of the Premises in good repair. Landlord shall maintain and keep the building in good repair.
Landlord Improvements:	Landlord has recently completed the complete replacement of Boilers and Water Heating Equipment. Landlord will upgrade sprinkler system in conjunction with work in adjoining building.
HVAC Repairs And Maintenance:	Landlord shall maintain, repair and replace the HVAC system in excess of \$_____ per annum. Tenant shall be responsible for the quarterly repair, replacement and maintenance of the HVAC servicing, up to a maximum of \$_____ per annum.
Tenant's Work:	Tenant shall undertake all remodeling to convert the building to a Charter School. Landlord and Tenant will negotiate Landlord and Tenants financial and physical portions of the work after Tenant has provided working plans and cost. Tenant shall maintain and repair its demised Premises.
Assignment & Subletting:	Tenant shall have the right to sublease or assign the lease upon Landlord approval, which shall not be unreasonably withheld. Landlord shall have the right to assess the financial and professional capacity to operate the business.
Signage:	Tenant may install a sign on the building façade or on a sign post, in accordance with the Landlord's sign criteria, as long as Tenant's logo and colors are approved.
Security Deposit:	Tenant will be required to provide Landlord with a two months' security deposit. Tenant to also provide Landlord with a first priority lien on Tenant's foot baths.
Brokerage Fee:	Landlord shall be responsible for payment of any brokerage commission to Landlord's broker, John S. Kesselman Real Estate.
Draft Lease:	Draft lease to be provided upon mutual approval of proposed terms.

Sincerely,

John S. Kesselman

This letter is an invitation to negotiate. It is neither an offer nor a contract. Tenant and Landlord reserve the right to negotiate with other parties. No party shall have any legal rights or obligations with respect to any other party because of the existence of this letter. The parties agree that unless and until a definitive lease agreement has been prepared, signed and delivered to all parties involved, neither party shall have any obligation to the other. Only a duly-executed lease between Landlord and Tenant shall constitute a binding agreement.