

Term Sheet

Proposal for lease at 10300 W. Wisconsin Avenue, Wauwatosa, WI

Subject to the general conditions set forth below, the following summarizes the negotiations between Landlord and Tenant with respect to the proposed lease of the above-referenced Premises. Landlord and Tenant propose to enter into a lease on the following terms:

Premises: The clubhouse at Wisconsin Avenue Park except for the exterior public restrooms, concession area, and mechanical room (the Premises may change based on the final approved plans for the renovation)

Name of Landlord: Milwaukee County Parks

Address of Landlord: 9480 Watertown Plank Road, Wauwatosa, WI 53226

Name of Tenant: AFAR, Inc. d/b/a The Ability Center

Address of Tenant: 10300 W. Wisconsin Avenue, Wauwatosa, WI 53226

Initial Lease Term: 25 years

Extension Options: After the Initial Term of the Lease, Tenant shall have the option to extend the Lease for two (2) additional twenty-five (25) year periods (each an "Extension Term" and, together with the Initial Term, the "Term"), provided that Tenant:

- a. Is not then in default under the Lease past any applicable notice and cure period; and
- b. Is maintaining and managing the Premises as herein required; and
- c. Is not then in default of any other agreements with the County; and
- d. Is continuing to provide maintenance to the Universal Park through its Endowment Fund as outlined in that certain Maintenance Agreement; and
- e. Is actively operating the Premises for its intended purposes as further defined in this Agreement.

Rent Commencement

Date: Upon completion of the renovations of the Premises and signing of the lease.

Annual Fixed Rent: \$1.00 per year

Extension Options Rent: \$1.00 per year

- Entitlements:** Tenant shall be responsible for obtaining from the appropriate governmental authorities all land use approvals and other approvals which are necessary for the improvements to the Premises.
- Tenant's Work:** Tenant shall have the right, with Landlord's prior approval, to construct in the Premises, at Tenant's sole cost and expense, any improvements Tenant may need to build out the Premises for its intended purpose.
- Utilities:** Tenant shall pay all utilities for the Premises.
- Public Access:** Tenant recognizes that public use of the Premises is mutually desirable and shall keep Premises open to the public during its normal operating hours (office space excepted).
- Public Benefit Reports:** Tenant shall provide an annual report of the number and types of activities provided at the clubhouse.
- Insurance:** Tenant shall keep insurance as required by the County's Risk Manager.
- Building Maintenance:** Landlord shall be responsible for the maintenance of the exterior public restrooms and the concession area. Tenant shall be responsible for all minor and major maintenance of its leased space, the HVAC, and other items, by agreement of the Parties, that may be identified through the 30/60/90 review process for the renovation of the clubhouse.
- Alterations:** At its own expense, Tenant may make alterations, changes, additions and improvements to the Premises as approved by Landlord.
- Use of Premises:** Tenant shall have the right to use the Premises as office space and any ancillary and customary uses and shall keep building open to the public during its normal operating hours.
- Assignment and Subletting:** Tenant shall not assign the lease or sublet all or any portion of the premises without prior approval of the Landlord.
- Parking:** Parking lot shall remain open to the public and Tenant may utilize the parking lot.
- Signs:** With approval of Landlord, Tenant may install signage identifying its offices.

Documentation:

Landlord will prepare the lease documents. The documents will be based on Landlord's standard for documentation and may contain provisions that are not addressed in this letter.

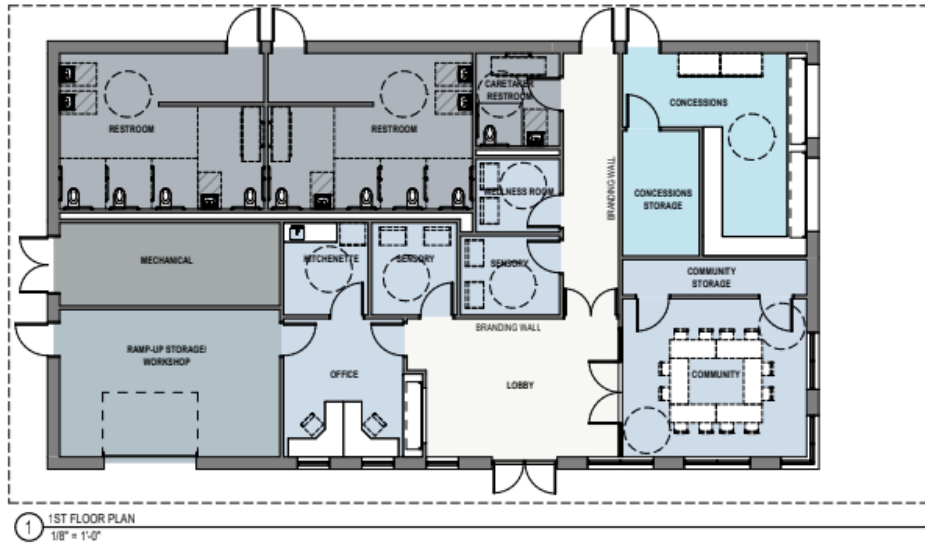
If the preceding terms and conditions of this proposal are acceptable, please confirm by signing one copy and returning it to Landlord.

AFAR, Inc. d/b/a The Ability Center

Damian Buchman, Founder and Executive Director

Date

EXHIBIT A
Concept Floor Plan



Pavilion Floor Plan