

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

February 17, 2010

LEASE NO.

GS-05B-18081

THIS LEASE, made and entered into this date by and between NORTHSIDE OFFICE, LLC

Whose address is 119 North 19<sup>th</sup> Street  
LA CROSSE, WI 54601-3724

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 total of 2,370 rentable square feet (RSF) of office and related space, which yields 2,370 ANSI/BOMA Office Area square feet (USF) of space at Stanheim Building, 2 Copeland Avenue, La Crosse, WI 54603 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 5 parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of **ten (10) years, five (5) 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 of \$86,813.10 (\$36.63/RSF - \$36.63/USF) at the rate of \$7,234.43 per month in arrears for years 1 - 5 and \$61,572.66 (\$25.98/RSF - \$25.98/USF) at the rate of \$5,131.06 per month in arrears for years 6 - 10.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Northside Offices, LLC  
119 NORTH 9<sup>TH</sup> STREET  
La Crosse, Wisconsin 54601-3724

4. The Government may terminate this lease at any time on or after the fifth (5<sup>th</sup>) year by giving at least 180 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.

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

LESSOR

NOF

BY

President/Member

(Title)

IN PRESE

119 North 19<sup>th</sup> Street La Crosse WI  
54601

(Address)

UNIT

BY

Contracting Officer, General Services Administration

(Official Title)

~~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 to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO No. GS-05B-18081 dated April 22, 2008.
  - B. Build out in accordance with standards set forth in SFO No. GS-05B-18081 dated April 22, 2008, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers GS-05B-18081 dated April 22, 2008.
  - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - D. ■ Special Requirements.
  - E. Floor or Block plan of leased space

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$103,734.90 (2,370 USF x \$43.77) shall be amortized through the rent for 5 years at the rate of 8.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$25,240.44. Pursuant to Paragraph 1.11 of the Lease, if the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of a reduction of the base rent using a 5 year, 8% amortization rate.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 8.2%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$3.29/RSF (\$7,791.08/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0 (2,370 RSF/2,370 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$7.98/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

14. The Tax Identification Number for Northside Offices, LLC is ■. The DUNS number for Northside Offices, LLC is 872824516.

15. The following changes were made in this lease prior to execution

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

PB

BY

JMB  
(Initial)