STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16,601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

November 13, 2009

GS-05B-18123

THIS LEASE, made and entered into this date by and between First Wausau Tower, LLC

whose address is

500 First Street

Suite 1

Wausau, Wisconsin 54403

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:
 - A. A total of approximately 2,300 rentable square feet (RSF) consisting of 2,200 ANSI/BOMA Office Area square feet (USF) of space located on the fifth (5th) floor of The Dudley Tower, 500 First Street, Wausau, Wisconsin 54403 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - B. Two (2) on-site surface parking spaces are included in the rent.
 - C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.04545%.
 - D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 2.0%
- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of fifteen (15) years, ten (10) 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 of \$49,519.00 at the rate of \$4,126.58 per month in arrears for Years 1–10. The annual rent for Years 11-15 will decrease by \$7,843.00 per year. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

First Wausau Tower LLC 500 First Street Suite 1 Wausau, Wisconsin 54403

- 4. The Government may terminate this lease at any time after the firm term by giving at least ninety (90) days' notice 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 Lesser 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



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- The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. All services, utilities, maintenance and other operations as set forth elsewhere in this lease.
 - B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18123 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
- 7. The following are attached and made a part hereof:

U.S. Government Lease For Real Property, Standard Form 2 – 2 pages Attachment A (Paragraphs 9 - 27) - 3 Pages Solicitation for Offers (SFO No. GS-05B-18123 dated November 5, 2008) — 46 Pages Special Requirements - 38 Pages Form 3517, General Clauses (Rev 11/05) — 2 Pages Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages Exhibit A, Floor Plan — 1 Page

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

Paragraph 5 was deleted in its entirety without substitution.

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

FIRST WAUSAU TOWER LLC LESSOR (Signature) IN PRESENCE C (Signature of Witness) (Address) GENERAL SERVICES ADMINISTRATION UNITED STATES OF AMERICA Contracting Officer (Official title)

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- 9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated February 19, 2009, submitted by the Lessor under SFO No. GS-05B-18123 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
- 10. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraphs 3.9, 3.10 and 3.11 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 2,200 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$22.508636 per usable square foot per annum.

- 11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 3.7 of the SFO, the base cost of services in accordance with Paragraph 3.8 is \$9,745.00 per annum for 2,300 rentable square feet.
- 12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 3.5 of the SFO, the Government's percentage of occupancy is 2%. The Property Tax Identification Number is 291-2907-253-0563.
- 13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.329 per usable square foot per annum for operating expenses.
- 14. Pursuant to Paragraph 7.3 of the SFO, "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 (7:00 a.m. 6:00 p.m. Monday through Friday,) and except Federal Holidays ("Normal Hours"), at no charge (\$0 per hour).
- 15. Lessor shall provide janitorial service within Tenant's space during normal office hours, 7:00 a.m. to 6:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
- 16. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 1.9 of the SFO, the Lessor agrees to provide up to \$100,298.00 toward the cost of the Tenant Improvements. The tenant build out cost of \$100,298.00 (based on \$45.59 per ANSI/BOMA Office Area square foot) is amortized for a period of one hundred twenty (120) months at 5.0%. Therefore, the amortized tenant build out costs are \$12,768.00 per annum or \$5.551304 per rentable square foot.

Pursuant to Paragraph 1.10 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 5.0% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (120 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 5.0% throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

- 17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.

INITIALS: (M) & MIJ LESSOR GOVERNMENT

- Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11of Form 3518.
- 20. Pursuant to Paragraph 3.1 of the SFO, Unit Costs for Adjustment, the following negotiated amounts may be used during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

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- 1. The cost per linear foot of office subdividing ceiling-high partitioning.
- 2. The cost per floor-mounted duplex electrical outlet.
- The cost per wall-mounted duplex electrical outlet.
- 4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
- 5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
- 6. The cost per dedicated clean electrical computer receptacle.
- The cost per floor-mounted telephone outlet.
- 8. The cost per wall-mounted telephone outlet.
- 9. The cost per interior door.
- 21. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
 - (I) Evidence of the transfer of title.
 - (II) A letter from the successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - III) A letter from the prior lessor (transferee) 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 for 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 to the new owner(s) upon final settlement of the estate.
- 22. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
- 23. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.
- 24. It is agreed by the parties hereto that all the terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and Government are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
- All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.



UNIT COST

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26.

shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Leased Premises". **2**7. The Lessor and the Broker have agreed to a cooperating lease commission of Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is (2,300 RSF x \$21.53 RSF x 10 YRS x). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent: First Month's Rental Payment \$4,126.58 minus prorated Commission Credit of equals adjusted First Month's rent. Second Month's Rental Payment \$4,126.58 minus prorated Commission Credit of adjusted Second Month's rent. Third Month's Rental Payment \$4,126.58 minus prorated Commission Credit of equals adjusted Third Month's rent.

Fourth Month's Rental Payment \$4,126.58 minus prorated Commission Credit of

adjusted Fourth Month's rent.

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

INITIALS: W & JN B

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