

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JAN 05 2011

LEASE NO.

GS-05B-18136

THIS LEASE, made and entered into this date by and between 345 W. Washington Avenue, LLC

Whose address is c/o The Alexander Company, Inc.  
145 East Badger Road, Suite 200  
Madison, Wisconsin 53713-2708

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 10,089 rentable square feet (RSF) of office and related space, which yields 9,500 ANSI/BOMA Office Area square feet (USF) of space at 345 West Washington Avenue, Madison, Wisconsin to be used for such purposes as determined by the General Services Administration. The lease also includes twenty (20) parking reserved and secured parking spaces at a cost of \$110 per stall, per month.

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 \$286,023.15 (\$28.35/RSF - \$30.14/USF) at the rate of \$23,835.26 per month in arrears for years 1 - 5; \$305,192.25 (\$30.25/RSF - \$32.15/USF) at the rate of \$25,432.69 per month in arrears for years 6 - 10 and \$262,717.56 (\$26.04/RSF - \$27.68/USF) at the rate of \$21,893.13 per month in arrears for years 11 - 15.

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

345 W. Washington Avenue, LLC  
c/o The Alexander Company, Inc.  
145 East Badger Road, Suite 200  
Madison, Wisconsin 53713-2708

4. The Government may terminate this lease in whole or in part at any time on or after the tenth (10<sup>th</sup>) lease year by giving at least sixty (60) 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.

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345  
BY  
IN PR

345 W. Washington Avenue, LLC  
Manager, National Venture LLC & Sole member  
(Title)  
145 E. Badger Rd. #200  
Madison WI 53713  
(Address)

UNITED  
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 XX 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 GS-05B-18136 dated December 15, 2008.
  - B. Build out in accordance with standards set forth in SFO GS-05B-18136 dated December 15, 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. Attachment A (Paragraphs 9 - 28)
  - B. Solicitation for Offers GS-05B-18136 dated December 15, 2008
  - C. Special Requirements
  - D. GSA Form 3518 entitled GENERAL CLAUSES (Rev. 11/05)
  - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - F. Small Business Subcontracting Plan
  - G. Exhibit A, Floor Plan — 1 Page

8. 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.

LE

UNITED STATES OF AMERICA

BY

BY

(Initial)

9. This contract was formed as a result of the Government's acceptance of the Lessor's Revised Final Proposal Revision offer dated December 1, 2010, submitted by the Lessor under SFO No. GS-05B-18136 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 the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 10,450 ANSI/BOMA office area square feet as stated in 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 \$30.14 per usable square foot per annum.

11. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$428,735.00 (9,500 USF x \$45.13) shall be amortized through the rent for 10 years at the rate of 7%. The total annual cost of Tenant Improvements for the amortization period shall be \$59,735.72.

12. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 13.81%.

13. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5.20/RSF (\$52,491.00/annum).

14. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 6.2 (10,089 RSF/9,500 USF).

15. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.10/USF for vacant space (rental reduction).

16. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$20.50 per hour for the entire building or any portion thereof. In addition, Lessor shall provide HVAC to those areas requiring 24-hour HVAC at no additional charge.

17. Security costs in the total amount of \$31,050.00 shall be amortized through the rent for 120 months at the rate of 7%.

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

19. The Lessor is a Limited Liability Company. The Tax Identification Number is [REDACTED]. The DUNS number is 832359769. The signatory authority for Lessor is Joseph M. Alexander, 345 W. Washington Avenue LLC.

20. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.

INITIALS: JMA & [Signature]  
LESSOR GOVERNMENT





