

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

September 16, 2010

LEASE NO.

GS-05B-18356

THIS LEASE, made and entered into this date by and between **Jefferson Court Building, LLC**
Whose address is 125 S. Jefferson Street
GREEN BAY, WI 54301-4500

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:

- The Lessor hereby leases to the Government the following described premises:
A total of 4,734 rentable square feet (RSF) of office and related space, which yields 3,360 ANSI/BOMA Office Area square feet (USF) of space on the 3rd floor of a 3-story building known as the Jefferson Court Building at 125 S. Jefferson St., Green Bay, WI, to be used for such purposes as determined by the General Services Administration.

A total of three (3) surface parking spaces, two (2) of which are reserved and located at the lot adjacent to the Building and one (1) unreserved located at 225 S. Jefferson St., Lot E.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 1, 2011 and continuing through February 28, 2021, subject to termination and renewal rights as may be hereinafter set forth.

- The Government shall pay the Lessor annual rent as follows:

OFFICE RENT

<u>Years</u>	<u>Annual</u>	<u>Monthly</u>
1 through 5	\$114,049.89	\$9,504.16
6 through 10	\$ 82,563.40	\$6,880.28

PARKING RENT

<u>Years</u>		
1 through 10	\$ 1,620.00	\$ 135.00

TOTAL RENT

<u>Years</u>		
1 through 5	\$115,669.89	\$9,639.16
6 through 10	\$ 84,183.40	\$7,015.28

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

Jefferson Court Building, LLC
125 S. Jefferson Street
Green Bay, WI 54301-4500
Tax ID Number [REDACTED]

Page 1 of 2

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

LESSOR
Jefferson Court Building, LLC

BY _____
IN PRESENCE _____

Managing Member

Green Bay WI

(Address)

UNITED STATES OF AMERICA

BY _____

Lease Contracting Officer, General Services
Administration (Official Title)

4. The Government may terminate this lease in whole or in part at any time on or after February 28, 2016 by giving at least 90 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.
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. Paragraph 5 has been deleted in its entirety without substitution.~~
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 Solicitation for Offers GS-05B-18356 dated April 15, 2010, as amended;
 - B. Build-out in accordance with standards set forth in Solicitation for Offers dated April 15, 2010, as amended, and the Design Intent Drawings. Government space plans shall be developed subsequent to award. All tenant improvements to be completed by the lease effective date identified under Paragraph 2 above.
 - 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. U.S. Government Lease for Real Property, Standard Form 2—2 Pages
 - B. Attachment A, Paragraphs 12-39—3 Pages
 - C. Solicitation for Offers (SFO)—51 Pages
 - D. Attachment No. 1, Construction Schedule of Tenant Improvements—1 Page
 - E. Exhibit A, Legal Description—1 Page
 - F. Exhibit B, Floor Plan of 3rd Floor—1 Page
 - G. Exhibit C, Site Plan of Parking Spaces—1 Page
 - H. Exhibit D, Ceiling Height Proposal—1 Page
 - I. GSA Form 3517B, GENERAL CLAUSES (Rev. [11/05])—33 Pages
 - J. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])—7 Pages
8. The following changes were made in this Lease prior to its execution:
 - A. SFO Paragraph 11.8, *Special Requirements 8*, has been amended to delete the phrase "cost shall be included as part of the fully serviced lease rate".
 - B. SFO Paragraph 5.11, *Construction Schedule and Acceptance of Tenant Improvements*, amended to address revision of the Attachment No. 1.
 - C. *Attachment No. 1, Construction Schedule of Tenant Improvements*, has been amended to revise the "Total Working Days from Lease Award to Government Acceptance" from 159 to 123.
9. In accordance with SFO Paragraphs 3.2 and 3.3, *Tenant Improvements Included in Offer and Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$150,124.80 (3,360 USF x \$44.68) shall be amortized through the rent for five (5) years at the rate of 7.3%. The total annual cost of Tenant Improvements for the amortization period shall be \$179,636.70 or \$35,927.34 annually or \$7.589215 per rentable square foot. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 7.3%. The refund shall be a credit to base rent equally amortized for Years 1 through 5 of the term.
10. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the Common Area Factor is established as 1.408929 (4,734 rentable square feet/3,360 usable square feet).
11. In accordance with SFO Paragraph 4.3, *Operating Costs*, the escalation base is established as \$5.688635 per rentable square foot or \$26,930.00 annually.

Page 2 of 2

LESSOR

UNITED STATES OF AMERICA

BY



BY



(Initial)

12. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 14.1% (4,734 rentable square feet of the Building's 33,574 rentable square feet) whereby the Government shall pay taxes when they exceed the base year of \$6,611.00 budgeted for taxes per GSA Form 1217, signed August 5, 2010. The parcel number is 11-269.
13. In accordance with SFO, Paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$4.00 per usable square foot for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, overtime shall be provided at no additional cost to the Government. Areas requiring 24-hour cooling shall be provided at a cost of \$.81 per usable square foot.
15. In the event of alterations within the first year of the lease, in accordance with SFO Paragraph 5.2, *Unit Costs for Adjustments*, the cost of such alterations shall be negotiated during the bid process.
16. In accordance with SFO Paragraph 5.15, *Waiver of Restoration*, Lessor waives restoration of the leased premises.
17. In accordance with SFO Paragraph 1.12, *Building Shell Requirements*, Lessor shall make improvements to the common area restrooms on the 3rd floor prior to the Government's occupancy. Lessor shall perform alterations to provide access to the mechanical rooms only from the common areas thereby eliminating access through the Government leased space.
18. In accordance with SFO Paragraph 6.7, *Ceilings*, Lessor shall perform alterations, as part of the shell improvements, to the existing ceiling, within portions of the leased premises, per the plan by Millennium Architects and Designers, dated August 2, 2010, whereby the ceiling height will be raised to a height of 8 feet 6 inches.
19. In accordance with SFO Paragraph 8.5, *Drinking Fountains*, Lessor shall provide and install one (1) drinking fountain on the 3rd floor prior to Government's occupancy.
20. In accordance with SFO Paragraph 9.2, *Automatic Fire Sprinkler System*, Lessor shall provide and install an equivalent level of safety prior to Government's occupancy.
21. In accordance with SFO Paragraph 9.3, *Fire Alarm System*, Lessor shall provide and install a new fire alarm system prior to Government's occupancy.
22. In accordance with SFO Paragraph 10.8, *Development, Implementation, and Periodic Review of Occupant Emergency Plans*, Lessor shall provide a full-scale Occupant Emergency Plan within one month of Government's occupancy.
23. In the event the Government installs [REDACTED] at the property in accordance with SFO Paragraph 10.17, [REDACTED], the Government shall consider the historic nature of the building regarding the placement of the equipment.
24. In accordance with SFO Paragraphs 10.0, *Lease Security Standards*, Lessor shall provide and install, at the Government's expense, at a cost-not-to-exceed \$4,750, Secure HVAC: Outdoor Air Intakes, Reserved and Restricted Parking Signage, [REDACTED] on all exterior windows in the Government-occupied space, and CCTV Monitoring Signs (if CCTV Cameras installed). The cost shall be amortized through the rent for five (5) years at the rate of 7.3%.

INITIALS: WA & SH
LESSOR GOVERNMENT

25. In accordance with SFO Paragraph 11.1, *Special Requirements*, Lessor agrees that it shall not enter into a lease for the occupancy of: [REDACTED] during the entire term of this lease without the prior written consent of the [REDACTED], as Tenant.
26. In accordance with SFO Paragraph 11.9, *Special Requirements*, Lessor's performance shall be subject to specifications contained in the Solicitation for Offers, the U.S. Courts Design Guide 2007, and the Judicial Security Systems Requirements and Specifications 2005.
27. In accordance with SFO Paragraph 11.6, *Special Requirements*, Lessor shall provide janitorial service within Tenant's space, Monday through Friday; except Federal Holidays, during daytime business hours, to be mutually agreed to by Lessor and Tenant.
28. In accordance with SFO Paragraph 1.1, *Amount and Type of Space*, Lessor shall provide three (3) parking spaces, two (2) reserved at the Lessor-owned lot, adjacent to the Building, and one (1) unreserved located at 225 S. Jefferson St., Lot E, which ownership leases from the City of Green Bay, on a month-to-month basis. In the event that space at the City-owned lot becomes unavailable, Lessor shall provide a space at the lot adjacent to the Building. Rental rate for each of the spaces is \$45.00 per month or \$540.00 annually.
29. Lessor has agreed that the not-to-exceed fees associated with Tenant Improvements are as follows: General Conditions—8%; General Contractor's—5%; Architectural/Engineering—6%; and Lessor's Project Management—3%.
30. The lease commencement date of March 1, 2011 in Paragraph 2 of the Standard Form 2, U.S. Government Lease for Real Property, is the estimated effective date. If the actual date of beneficial occupancy is different from March 1, 2011, then the actual effective date shall be established by a Supplemental Lease Agreement. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date as will the effective date of the termination right upon completion of the firm term of five (5) years.
31. The total square footage referred to in Paragraph 1, Standard Form 2, is the total amount of space under lease by the Government and confirmed by GSA Space Planning calculation based on AutoCAD and shall not be adjusted.
32. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 123 working days after the date of this lease award by the Government. (Please refer to Form B, Document Security Form, for procedures that must be followed in reference to Government drawings.) Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and GSA has inspected and accepted the space and it is free of safety hazards.
33. Lessor shall provide "as-built" drawings within 10 working days of occupancy of the space. An AutoCAD CD with the name of the building identified and all layers identified to access the respective drawings will also be provided per SFO Paragraph 5.14 of this lease. The Lessor and Government will agree upon the method of providing "as-built" drawings after Construction Drawings are completed.
34. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, Form 3517B. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

INITIALS:

[Signature] & [Signature]
LESSOR GOVERNMENT

35. The Lessor is a small business, not a woman-owned business or a veteran-owned small business concern. The Tax Identification Number is [REDACTED]. Its DUNS number is 138918490.
36. Lessor shall renew its Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government.
37. In accordance with Paragraph 2.3, *Broker Commission and Commission Credit*, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments of \$43,444.80, excluding taxes, or \$3,620.40 per month, due and owing 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 throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: \$9,639.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;
- Month 2: \$9,639.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;
- Month 3: \$9,639.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;
- Month 4: \$9,639.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

38. All questions pertaining to this Lease shall be referred to the Lease Contracting Officer of General Services Administration (GSA) 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 Lease 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.
39. The Contracting Officer represents the General Services Administration (GSA) as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.

INITIALS: WA & RE
LESSOR GOVERNMENT