

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**  
*(Short Form)*

1. LEASE NUMBER  
GS-05B-18557

**PART 1 - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)**

**A. REQUIREMENTS**

2. The Government of the United States of America is seeking to lease approximately 3,593 rentable square feet of office space located in Madison, Wisconsin for occupancy no later than February 22, 2012 for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 3,124 to a maximum of 3,593 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS JANUARY 14, 2011.

**B. STANDARD CONDITIONS AND REQUIREMENTS**

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
  - b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
  - c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
  - d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
  - e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
  - f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 7:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
  - g. The Lessor shall complete any necessary alterations within ninety (90) working days after receipt of approved layout drawings.
  - h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

**5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

- |  |  |  |   |  |
|--|--|--|---|--|
| <input checked="" type="checkbox"/> HEAT                   | <input checked="" type="checkbox"/> TRASH REMOVAL          | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY            | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input type="checkbox"/> WINDOW WASHING              |   |  |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING       | <input type="checkbox"/> CARPET CLEANING             | <input checked="" type="checkbox"/> PAINTING FREQUENCY                            |  |
| <input checked="" type="checkbox"/> WATER (Hot & Cold)     | <input checked="" type="checkbox"/> TOILET SUPPLIES        |  | Space <u>Five (5) years</u>   |  |
| <input checked="" type="checkbox"/> SNOW REMOVAL           | <input checked="" type="checkbox"/> JANITORIAL SERV & SUPP |  | Public Areas <u>Three (3) years</u>   |  |

**6. OTHER REQUIREMENTS**

Offerors should also include the following with their offers:

- Three (3) structured parking spaces
- 3626 Minimum Lease Security Standards (Attachment 1)
- 3626 Supplemental Lease Requirements (Attachment 2)
- Site Plan/Floor Plan

**7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.**

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8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANS/MOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - APPROXIMATELY EQUAL TO PRICE
  - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - (Listed in descending order, unless stated otherwise):
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**PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (include ZIP Code)  City Station Associates 660 W. Washington Avenue Suite 305 Madison, WI 53703-4703	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 3	b. ROOM NUMBER(S) Suite 305
	c. SQ FT RENTABLE <u>3,443</u> ADGA <u>3,095</u> Common Area Factor <u>1.11</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

**B. TERM**

3. To have and to hold, for the term commencing on February 22, 2012 and continuing through February 21, 2022 inclusive. The Government may terminate this lease in whole or in part at any time after the fifth (5<sup>th</sup>) lease year, by giving at ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$133,726.12	7. HVAC OVERTIME RATE PER HOUR \$20.50	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) City Station Associates 145 E. Badger Road, Suite 200 Madison, WI 53713
6. RATE PER MONTH \$11,143.84		

9a. NAME AND ADDRESS OF OWNER (include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)  
City Station Associates, 145 E. Badger Road, Suite 200 Madison, WI 53713

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
	11b. TITLE OF PERSON SIGNING Sole member, JMA Property Management and Manager
	11d. DATE 10/13/11

**- AWARD (To be completed by Government)**

... the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

1. Minimum Lease Security Standards (Attachment 1)
2. Supplemental Lease Requirements (Attachment 2)
3. U.S. Government Lease For Real Property Offer Details (Page 3 to GSA Form 3626)
4. Site Plan/Floor Plan
5. Legal Description

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES UNTIL SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

3a. NAME OF CONTRACTING OFFICER (Type or Print)

EVA Y CORDY

SIGNED BELOW BY

3c. DATE

10/19/11

**PAGE 3 TO GSA FORM 3626**  
**U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)**  
**OFFER DETAILS**  
**LEASE NO. GS-05B-18557, MADISON, WI**

The Government shall pay the Lessor a total annual rent of \$133,726.12 at the rate of \$11,143.84 per month in arrears based on a rate of \$38.84 per RSF (\$43.19 per USF) paid monthly in arrears for years 1 thru 5.

The Government shall pay the Lessor a total annual rent of \$98,482.90 at the rate of \$8,206.90 per month based on a rate of \$28.60 per RSF (\$24.37 per USF) paid monthly in arrears for years 6 thru 10.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

City Station Associates  
145 E. Badger Road, Suite 200  
Madison, WI 53703

The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (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.

In accordance with the lease paragraph entitled, Tenant Improvement Rental Adjustment, the Lessor agrees to provide up to \$148,498.10 (47.98 x 3,095 usf) toward the cost of Tenant Improvements. The costs of the Tenant Improvements are amortized at 8% over 60 months which equates to \$10.49 per rentable square foot. The amortized costs of these improvements are included in the stated rent in Paragraph. Fees applicable to Tenant Improvements shall not exceed:

- General conditions 10 percent of project cost
- General Contractor 5 percent of project cost
- Architectural/Engineering 0 percent of project cost
- Lessor Project management fees zero (0) percent of project cost.

In accordance with the Paragraph 7B of the Supplemental Requirements, CB Richard Ellis Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis 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 7, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CB Richard Ellis when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$11,143.84 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of 11,143.84 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted 2<sup>nd</sup> month's rent).

The Lessors Tax Identification number has been established as [REDACTED]

The Lessors DUN's number has been established as 801578881

In accordance with Supplemental Requirements Paragraph 14, *Common Area Factor*, the common area factor is established as 1.11 (3,443 RSF / 3,095 USF).

In accordance with Supplemental Requirements Paragraph 8, *Tax Adjustment*, the percentage of Government occupancy is established as 5%. Tax base is \$8,700.00 (\$2.53 RSF / \$2.81 USF).

For the purpose of computing operating cost adjustments in accordance with Supplemental Requirements GS-05B-18557, paragraph 10, the first year's base cost is hereby established as \$23,054.25 or \$6.70 per rentable square feet for 3,443 rentable square feet.

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

In accordance with the Supplemental Requirements paragraph 45B, *Overtime Usage*, the rate for overtime usage is established as \$20.50 per hour beyond the normal hours of operation of Monday through Friday 7:00AM to 7:00PM. Areas that require 24/7 is established as \$0.00 per rsf.

The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.

The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.

**Unauthorized Improvements:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and City Station Associates. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space."**

Within ninety (90) days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.

The total net usable square foot area referred to in GSA Form 3626 is subject to adjustment but may not exceed the maximum limitation, nor the minimum usable square foot requirement defined in the Solicitation for Offers. Should there be any adjustment in the

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Initials: JMA & lyc  
Lessor Govt

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 \$43.19 per usable square foot per annum. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Should the leased space not offer the minimum usable square footage required, this lease may be declared null and void by the Government, with no further obligation on the part of either party.

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.

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.

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Lessor Govt.