

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

1-14-2011

LEASE NO.

GS-05B-18468

THIS LEASE, made and entered into this date by and between:

GDC WASHINGTON STREET, LLC, C/O VANDER ZANDEN REAL ESTATE CO., LLC

Whose address is 2612 SOUTH BROADWAY ST.
P.O. BOX 13427
GREEN BAY, WISCONSIN 54307-3427

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 5,668 rentable square feet (RSF) of office and related space, which yields 4,929 ANSI/BOMA Office Area square feet (USF) of space at 205 Doty Street, Green Bay, Wisconsin 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 8 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 beginning on June 1, 2011 and continuing through May 31, 2016, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent at the following rate:

Term Years	Rate per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-5	\$15.18	\$86,040.24	\$7,170.02

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-18468. Rent for a lesser period shall be prorated. Rent shall be made payable to:

GDC
P.O. Box ~~13427~~ ¹⁶³⁴ → GDC WASHINGTON STREET, LLC
C/O VANDER ZANDEN REAL ESTATE CO., LLC
GREEN BAY, WI 54305

4. The Government may not terminate this lease at any time until after May 31, 2016.

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

GDC WASHINGTON STREET, LLC
C/O VANDER ZANDEN REAL ESTATE CO., LLC

BY _____
IN PRESE _____

member

(Title)

UNITED STATES OF AMERICA
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 GS-05B-18468 dated May 6, 2010.
 - B. Eight (8) surface parking spaces.

- 7. The following are attached and made a part hereof:
 - A. Solicitation for Offers GS-05B-18468 dated May 6, 2010.
 - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

~~8. In reference to the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$0 shall be included in the rental rate. The tenant buildout costs of \$0.00 shall be amortized for a period 0 months at 0%. The amortized tenant buildout costs are \$0.41/RSF. Tenant Improvements shall be completed within 0 days from the date the contracting officer issues the notice to proceed with the tenant improvements. In the event the Government requests tenant improvements funds in excess of the included amount above, the Lessor is willing to provide an additional amount not exceed \$0.00 to be amortized in the rent under the same terms and conditions.~~

9. In accordance with the SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 1.1499 (5,668 RSF/4,929 USF).

10. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustment*, this lease is subject to real estate tax adjustments. The base amount for the Government portion of the premises is \$8,095.80. The percentage of occupancy is 17.8 percent (5,668 RSF / Total Building RSF of 31,842.7 square feet). The tax base is estimated to be \$1.43 / RSF.

11. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 17.8%.

12. In accordance with the SFO paragraph entitled *Operating Cost*, the lease is subject to operating costs escalations. The escalation base is established as \$3.89/RSF (\$22,048.52/annum).

13. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00 USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$0 per hour for the entire building or any portion thereof. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph entitled "Normal Hours."

15. The Lessor shall provide cleaning/maintenance within Tenant's space during tenant working hours, Monday through Friday excluding Federal Holidays.

16. The total square footage referred to paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds 4,929 ANSI/BOMA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 4,929 ANSI/BOMA, the rent will be decreased accordingly.

LESSOR

UNITED STATES OF AMERICA

BY G.D.C.
(Initial)

BY [Signature]
(Initial)

17. The Gross Rental rate in Section 3 above includes the following amounts per RSF:

Term Years	Shell Rent (Excluding Taxes)	Annual Operating Expenses	Annual RE Taxes
1-5	\$55,886.48	\$22,048.52	\$8,105.24

18. In accordance with Paragraph 2.34 (Broker Commission and Commission Credit), no real estate agents were authorized to represent GSA in connection with this lease transaction.

19. 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.

20. All questions pertaining to this Lease shall be referred to the 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 the 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.

LESSOR

UNITED STATES OF AMERICA

BY

G.D.C.

(Initial)

BY

[Signature]

(Initial)