STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

GS-05B-18518

DATE OF LEASE

THIS LEASE, made and entered into this date by and between Quarry Vista, LLC

whose address is

345 S. Monroe Avenue Green Bay, WI 54301-4013

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:

- The Lessor hereby leases to the Government the following described premises;
  - A. 2,006 Rentable Square Feet (RSF) of office and related space, which yields 1,475 ANSI/BOMA Office Area square feet (ABOA) of space located at <u>Quarry Vista Professional Bldg</u>, 2140 Velp Avenue, Green Bay, WI 54303-6492.
  - B. Thirty-eight (38) surface parking spaces are available to the Government out of the one hundred and nineteen (119) in the lot at no cost to the Government.
  - C. In accordance with Paragraph 4.1 of the SFO, entitled "Common Area Factor", the common area factor is established as 1.36 (2,006 RSF / 1,475 ABOA).
- TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on June 01, 2013 through May 31, 2023, subject to termination and renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent in accordance with the following table:

Year	Shell		Real Estate Taxes		Base Cost of Services		Tenant Improvement Allowance		Total Annual Rent		Total Monthly Rent	
1-10	\$	16,123.60						-	\$	31,945.59	\$	2,662.13

CPI and tax adjustments continue throughout the term of the lease.

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 checks shall be made payable to the address in SAM (formerly CCR database) which is:

Quarry Vista, LLC 345 S. Monroe Avenue Green Bay, WI 54301-4013

- 4. The Government may terminate this lease at any time after May 31, 2018, the five (5) year firm term by giving at least sixty (60) days written notice to the Lessor, and no rent 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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	LESSOR	GOVERNMENT				

6.	The Lessor shall furnish to the Government, as part of the re	ntal consideration, the following:
	A. All services, maintenance and other operations as set for	orth elsewhere in this lease.
	B. All responsibilities and obligations as defined in the S attachments to the Lease referenced in Paragraph 7 of	Solicitation for Offers Number GS-05B-18518 and other his SF-2 form.
7.	The following are attached and made a part hereof:	
	<ul> <li>A. U.S. Government Lease For Real Property, SF-2 (IB. Attachment A (Paragraphs 9-25 Pages 1-2);</li> <li>C. Solicitation for Offers (SFO No. GS-05B-18518 Dat D. Amendment 1 (Page 1-3);</li> <li>E. Form 3517, General Clauses-Version 11/05 (Page F. Form 3518, Representations and Certifications-Ver G. Exhibit 'A', Legal Description of the Premises (Page H. Exhibit 'B', Floor Plan &amp; Site Plan (Pages 1);</li> </ul>	ed October 12, 2011) (Pages 1-52); s 1-34); sion 1/07 (Pages 1-7);
8.	The following changes were made in this lease prior to its ex	recution:
	Paragraph 5 of this SF-2 was deleted in its entirety.	
	Paragraphs 9 through 26 have been added.	
	78 A	ad 2.4 have been added-
	Amendment #1added to the SFO and paragraph 1.1, 1.3, a	id 3.1 Have been stricken.
IN WIT	TNESS WHEREOF, the parties hereto have hereunto subscribe	ed their names as of the date first above written.
LESSOR	Quarry Vista, LLC	
1122000		
BY	(Signoture)	(Signature)
IN PRESE	INCE OF:	
EC.	(Signature of Witness)	(Address)
UNITEDS	STATES OF AMERICA GENERAL SERVICES ADMINISTRATION	and the second s
BY		Lease Contracting Officer
	Patricia A. Benda	
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	RD FORM 2 RY 1985 EDITION COMPUTER GENERATED F	EXCEPTION TO SF-2  APPROVED BY GSA / IRMS 12-89
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- 9. The total ABOA referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ABOA delivered to be determined by mutual field measurements in accordance with provisions of Paragraph 4.1 in the SFO. However, it is mutually agreed that the total ABOA may not exceed the maximum limitation of 1,475 as stated in Paragraph 1.1 of the SFO as amended by SFO Amendment No. 1.
- For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 of the SFO is \$4.37 per RSF per annum for 2,600 RSF. The total operating costs are established as \$8,773.34 per year.
- 11. The lease is subject to real estate tax adjustments. For the purpose of computing the real estate tax adjustments in accordance with terms of Paragraph 4.2 of the SFO, it is agreed that the Government's percentage of occupancy is 26.37% (2,006 RSF / 7,608 RSF). The real estate tax base is established as \$26,729.80 per year. Tax parcel # is VH-380-2.
- 12. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced by \$0.00 per ABOA.
- 13. Overtime Usage: Pursuant to Paragraph 4.6, "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 building service hours (7:00 a.m. 5:00 p.m., Monday through Friday, except Saturdays, Sundays and Federal Holidays ("Normal Hours"), at a rate of \$0.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Lease Contracting Officer to receive payment.
- 14. In accordance with Section 4.9(A) in the SFO, cleaning shall be performed after tenant working hours.
- Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
- 16. The Lessor is a small business, not disadvantage, not woman owned, or veteran owned. The Tax Identification Number is The DUNS number is 809014256.
- Lessor is registered with the System for Award Management (SAM), formally the Central Contractor Registration (CCR) system, as referenced in Paragraph 11 of Form 3518.
- 18. 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.
- 19. 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.
- 20. 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

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overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

21.	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 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."						
22.	The Lessor and CBRE, Inc. ("Broker") have agreed to a cooperating lease commission of for the initial firm term of this lease. The total amount of the commission is a coordance 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 SF-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 \$2,662.13 minus prorated Commission Credit of adjusted First Month's rent.						
	Second Month's Rental Payment \$2,662.13 minus prorated Commission Credit of adjusted Second Month's rent.						
	Third Month full Rental Payment of \$2,662.13.						
23.	As part of the rental rate, Lessor will provide new carpet and vinyl baseboard, repaint and wash the walls and window blinds within the suite, clean all light fixtures no later than June 1, 2014. Lessor will also restripe the parking lot, and repainting the railings no later than August 31, 2013. Renovations can completed sooner if agreed upon by the tenant, lessor, and GSA schedule to be provided to GSA.						
24.	Per SFO lease paragraph 3.7 Green Lease Submittals and SFO Paragraph 8.3 Energy Efficeint and Conservation the current building does not have an energy star label. The ownership does not wish to pursue a label. Per the exceptions listed in Paragraph 8.3 paragraphs C.2, and C.4 applies to this lease. The ownership has agreed to recaulk the windows as well as change out existing florescent light bulbs to more energy efficient devises no later than June 1, 2014. Schedule will need to be provided to GSA.						
25.	Per SFO Paragraph 10.21 Lessor will provide no later than October 1, 2010.						
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