

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO  
GS-05B-18592

THIS LEASE, made and entered into this date by and between Poynette Development , LLC

whose address is: Poynette Development , LLC  
4605 Dovetail Drive  
Madison, WI 53704-6301

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:

1. The Lessor hereby leases to the Government the following described premises:

A. A total of approximately 15,840 rentable square feet (RSF) consisting of 14,300 ANSI/BOMA Office Area square feet (USF) of space located on Lots 45 – 46 Clem's Way, Portage County Business Park, Stevens Point, WI 54481, as indicated on the attached Site Plan and Floor Plan, to be used for such purposes as determined by the General Services Administration. Once an address is established, the lease will be amended to reflect the final address.

B. Twenty (20) surface parking spaces, located on-site, are included in the rent.

C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.107692%.

D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 100%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, eight (8) years firm, beginning upon the substantial completion of the space and acceptance by the Government as satisfactorily complete, estimated to be October 1, 2012. 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 \$386,496.00 at the rate of \$32,208.00 per month in arrears for Years 1-10.

Lease Years 1-10	RSF	USF	Annual Rates (RSF)
Warm Lit Shell	\$13.88	\$15.37	\$219,871.08
Real Estate Taxes	\$ 1.75	\$ 1.93	\$ 27,720.00
Security Costs	\$ 0	\$ 0	\$ 0
Operating Expenses	\$ 4.97	\$ 5.51	\$ 78,724.80
Tenant Improvements	\$ 3.80	\$ 4.21	\$ 60,180.12
Total	\$24.40	\$27.03	\$386,496.00

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 0% over a one hundred and twenty (120) month period, which exceeds the firm term (96 months) of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the effective date of termination.

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Poynette Development, LLC  
4605 Dovetail Drive  
Madison, WI 53704-6301

4. The Government may terminate this lease at any time after the firm term by giving at least ninety (90) days' notice 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 \_\_\_\_\_ 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 of the rental consideration, the following:
- A. All services, maintenance and other operations as set forth elsewhere in this lease.
  - B. All responsibilities and obligations as defined in the Solicitation for Offers Number 9WI2053 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
  - C. Lessor providing any items noted as security amortized costs at no additional cost to the Government.

7. The following are attached and made a part hereof:
- U.S. Government Lease For Real Property, Standard Form 2 – 2 pages
  - Attachment A (Paragraphs 9 – 27) – 3 Pages
  - Solicitation for Offers (SFO No. 9WI2053 dated March 12, 2010) — 51 Pages
  - SFO Amendment No. 1 – 1 Page
  - SFO Amendment No. 2 – 1 Page
  - SFO Amendment No. 3 – 5 Pages
  - SFO Amendment No. 4 – 1 Page
  - Form 3517B, General Clauses (Rev 11/05) — 33 Pages
  - Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
  - Exhibit A, Floor Plan & Site Plan — 2 Pages

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.

LESSOR  
Poynette Development, LLC

BY  5/9/11  
IN  5/9/11

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY 

Contracting Officer

(Official title)

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated April 29, 2011, submitted by the Lessor under SFO No. 9WI2053, as amended, 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 provision of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not be less than the minimum limitation of 14,300 or exceed the maximum limitation of 15,500 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of 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 \$27.03 per usable square foot per annum.

11. 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 is \$78,724.80 per annum for 15,840 rentable square feet.
12. The lease is subject to real estate tax adjustment. For tax adjustment in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 100%.
13. In the event of the Government vacating in whole or in part prior to expiration of the firm term, the rental will be reduced by \$1.35 per usable square foot per annum for operating expenses.
14. Lessor shall provide janitorial service within Tenant's space after Tenant's normal office hours, 7:30 a.m. to 5:30 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
15. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$601,801.20 toward the cost of the Tenant Improvements. The required tenant build out cost of \$601,801.20 (based on \$42.084 x 14,300) per ANSI/BOMA Office Area square foot) is amortized for a period of one hundred and twenty (120) months at zero percent (0%). Therefore, the amortized tenant build out costs are \$60,180.12 annually, or \$3.80 per rentable square foot / \$4.21 per usable square foot.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a zero (0%) amortization rate. The refund will be a credit of the rent equally spread out throughout the lease term on which the Government is paying rent (120 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 0% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

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

INITIALS:  &   
LESSOR GOVERNMENT