

DATE OF LEASE

LEASE NO
GS-05B-18150

THIS LEASE, made and entered into this date by and between Greenway Properties, Inc.

whose address is 725 Heartland Trail, Suite 102
Madison, Wisconsin 53717-1976

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 24,816 rentable square feet (RSF) consisting of 22,832 ANSI/BOMA Office Area square feet (USF) of space located in the building located at 8505 Research Way, Middleton, Wisconsin 53562 as indicated on the attached Site Plan and Floor Plan, to be used for such purposes as determined by the General Services Administration.

B. Eighty-four (84) surface parking spaces, located on-site and/or within 1/2 block of the building, are included in the rent.

C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.086%.

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, five (5) years firm, beginning upon the substantial completion of the space and acceptance by the Government as satisfactorily complete. 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 \$599,058.24 at the rate of \$49,921.52 per month in arrears for Years 1-5. The Government shall pay the Lessor annual rent of \$388,122.24 at the rate of \$32,343.52 per month in arrears for Years 6 - 10.

Lease Years 1-5	RSF	USF
Warm Lit Shell	\$ 9.99	\$10.87
Real Estate Taxes	\$ 1.33	\$ 1.45
Security Costs	\$ 0	\$ 0
Operating Expenses	\$ 2.97	\$ 3.23
Tenant Improvements	\$ 9.85	\$10.70
Total	\$24.14	\$26.25

Lease Years 6-10	RSF	USF
Warm Lit Shell	\$11.34	\$12.34
Real Estate Taxes	\$ 1.33	\$ 1.45
Security Costs	\$ 0	\$ 0
Operating Expenses	\$ 2.97	\$ 3.23
Tenant Improvements	\$ 0	\$ 0
Total	\$15.64	\$17.02

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:

Greenway Properties, Inc.
725 Heartland Trail, Suite 102
Madison, Wisconsin 53717-1976

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 GS-05B-18150 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
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. GS-05B-18150 dated August 6, 2009) — 52 Pages
 - SFO Amendment No. 1 – 1 Page
 - SFO Amendment No. 2 – 1 Page
 - SFO Amendment No. 3 – 2 Pages
 - SFO Amendment No. 3 revised – 2 Pages
 - SFO Amendment No. 4 – 1 Page
 - SFO Amendment No. 5 – 1 Page
 - SFO Amendment No. 6 – 5 Pages
 - 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.

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LESSOR _____, INC.

BY _____

(Signature)

IN PRESENCE OF: _____

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____

Contracting Officer

(Official title)

STANDARD FORM 2, ATTACHMENT A

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19. 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.
20. 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.
21. 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.
22. 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 overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
23. 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".
24. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED] (\$24.14/RSF x 24,816 RSF x 5 YRS x [REDACTED]). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit ([REDACTED]) 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 Standard Form 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 \$49,921.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$49,921.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

25. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 4.75% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed 6% of the total subcontractor's costs.
 - D. Lessor's Project Management fees will not exceed 0% of the total subcontractor's costs.
26. Lessor will ensure that all restrooms in the Building meet current Architectural Barriers Act Accessibility Standards ("ABAAS").

INITIALS:  & 
LESSOR & GOVERNMENT

STANDARD FORM 2, ATTACHMENT A

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27. Lessor will ensure that all restrooms in the Building are compliant with SFO Section 8.7 Toilet Rooms: Fixture Schedule.

INITIALS: &
 LESSOR GOVERNMENT