

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE January 7, 2004

Lease Number: 57-64KX-4-2025

THIS LEASE, made and entered into this date by and between Gerald C. Kirschling

whose address is [REDACTED]

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:
Approximately 10,584 ANSI/BOMA usable square feet of office space in the building located at 4949 Kirschling Court, Stevens Point, Wisconsin to be used for whatever purpose deemed necessary by the U.S. Government, along with Fifty Five reserved off-street parking spaces for Government vehicles and one parking space for people with disabilities

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 15, 2003, through September 30, 2008, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$154,843.92, at the rate of \$12,903.66, per month in arrears, with a 2.5% increase per annum for the term of the lease.

4. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Gerald C. Kirschling, [REDACTED]

5.

Rental payments will be made automatically at the beginning of each calendar month, in arrears, without submission of an invoice or voucher.

4. The Government may terminate this lease in whole or in part at any time after September 30, 2008, by giving 120 days notice in writing to the Lessor and no rental shall accrue for the space released after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. If the Government terminates a portion of the space, the space released shall be marketable by the lessor.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One five year renewal option beginning October 1, 2008, through September 30, 2013, provided notice be given in writing to the Lessor at least 120 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: The facilities, services, and conveniences enumerated in the accepted proposal to include: (all utilities and services, e.g., gas, electricity, water, sewer, trash removal, janitor services to include restroom supplies.)

The accepted proposal, copy of which is attached hereto, is in all its terms, conditions, provisions, and rights, made a part of this lease.

7. The following are attached and made a part hereof:

- The Solicitation for Offers, Number 03-01, initialed by both parties. (23 pages)
- The GSA Form 1364, Proposal to Lease Space, dated March 19, 2003 (1 page)
- The GSA Form 1217, Lessor's Annual Cost Statement, dated March 19, 2003 (1 page)
- Best and Final letter dated July 2, 2003 (1 page)
- The GSA Form 3516, (1 page), 3516 a Solicitation Provisions (5 pages)
- The GSA Form 3517a, General Clauses, initialed by both parties. (2 pages)
- The GSA Form 3518, Representations and Certifications, initialed by both parties. (4 pages)

8. Availability of Funds. The authorization of performance of work under this contract during the initial contract period and any option or extension period is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

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

LESSOR

BY Donald E. Kunkling 1-30-04 (Signature) _____ (Signature)

IN PRESENCE OF:

Shenell C. Chilton (Signature) _____ (Address)
Exp. 11-25-07

UNITED STATES OF AMERICA

BY James B. Sengally (Signature) _____ Contracting Officer (Official Use)