

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.1
	TO LEASE NO. GS-05B-17762
ADDRESS OF PREMISES The Dudley Tower, East 5 th Floor 500 First Street Wausau Wisconsin, 5443-4881	PDN Number:

THIS AMENDMENT is made and entered into between

First Wausau Tower, LLC

whose address is: **500 First Street
Suite 1
Wausau, Wisconsin 54403**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease
To Accept the tenant improvements and establish the rent commencement date.

NOW, THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- 1.) To accept the tenant improvements as completed and;
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments percentage of occupancy; and
- 6.) To establish operating cost Base; and
- 7.) To establish the reduction amount for vacant space; and
- 8.) To reconcile Change Order's and provide for the payment of the Tenant Improvements; and
- 9.) To restate the commission and commission credit;

Continues on Page 2

This Lease Amendment contains **3** pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: PAUL C. SCHLINDWEIN II
 Title: PRESIDENT
 Entity Name: FIRST WAUSAU TOWER, LLC
 Date: JUNE 9, 2014

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Facility Manager
 Date: 6/9/2014

- 1.) The Government accepts the leased space on November 18, 2013. The Lessor and the Government agree that the requirements specifically identified of this lease have been met.
- 2.) The total term of the lease agreement is five (5) years with a firm term of five (5) years. The commencement date of the rental shall begin on November 18, 2013 and shall expire on November 17, 2018
- 3.) The office space square footage shall be 1,851 rentable square feet yielding 1,690 ANSIBOMA Office Area (ABOA) including two (2) surface parking spaces which are reserved exclusively for the government.
- 4.) The Government shall pay the Lessor annual rent as follows:
 - From November 18, 2013 to November 17, 2018, the total annual rent shall be \$44,859.29 at the rate of \$3,738.27 per month in arrears. The total annual rent (\$44,859.29) consists of annual shell/base (\$14,919.06) plus annual Operating Costs plus annual Operating Costs adjustments (\$8,718.21), plus estimated real estate taxes (\$7,552.08). Plus the annual Tenant Improvement Amortization cost (\$13,669.94).
- 5.) The Government's Percentage of Occupancy, as defined in the Real Estate tax adjustment clause (4.2) of this lease is 1.630 percent.
- 6.) The parties agree that for the purpose of applying the clause titled "Operating Cost Adjustment" that the Lessor's Base rate for operating cost shall be \$4.71 per rentable sq. ft.
- 7.) The Government's adjustment of vacant space shall be a reduction of \$0.00 per ABOA Office Area.
- 8.) The total cost of the Tenant Improvements is \$202,091.15

The portion of the total Tenant Improvement costs to be amortized \$60,365.00 shall be amortized over the five (5) year firm term of the lease agreement at an interest rate of five percent (5.00%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$13,669.94 paid monthly in arrears in the amount of \$1,139.16166666.

The remaining balance of the total cost of the Tenant Improvements is \$141,726.15 and shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the Tenant Improvements.

Additional change orders occurred during build-out of the space and will be addressed in a separate Lease amendment.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **It shall reference the number** [redacted] and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

INITIALS:  & _____
LESSOR GOVT

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

US General Services Administration
ATTN: Lease Contracting Officer, Allan Broholm
230 S. DEARBORN STREET 3300
CHICAGO IL 60604-1505

9.) The Lessor and Broker (CB Richard Ellis) have agreed to a cooperating lease commission of [REDACTED] (1,851 x \$24.24 x 5 years x [REDACTED]) and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the commission will be payable to CB Richard Ellis, under the GSA National Broker Contract," with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

First Full Month's Rental Payment of \$3,738.27 minus the Commission Credit ([REDACTED]) equals [REDACTED] as the adjusted First Month's Rent.

Second Full Month's Rental Payment of \$3,738.27 minus the Commission Credit ([REDACTED]) equals [REDACTED] as the adjusted Second Month's Rent.

All other terms and conditions of the lease shall remain in full force and effect.

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INITIALS: [Signature] & _____
LESSOR GOV'T