

Lease Amendment

Lease Number: GS-05B-18582 Date: LA #1

300 North Broadway, 2nd Floor
Green Bay, Wisconsin, 54303

THIS AGREEMENT, made and entered into this date by and between:
Green Bay Broadway Development, LLC

whose address is: 3148 Mid Valley Drive
De Pere, Wisconsin 54115

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

WHEREAS, the parties hereto desire to amend the above Lease so as to reflect the actual effective date and square footage of the space and adjust the rental rates accordingly;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to change the rental rates and amount of leased office space. Effective November 4, 2011, the changes will be as follows:

Lease Amendment #1 is issued to modify lease number GS-05B-18582 to reflect the actual amount of lease space and adjust the rental rate accordingly. Therefore, Standard Form 2 Paragraphs 1,3,8,9,10,11,12,17 and 18; and Exhibit D will be deleted in their entirety and replaced with the following:

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

A total of 4,302 rentable square feet (RSF) of office and related space, which yields 3,917 ANSI/BOMA Office Area Square feet (USF) of space at 300 North Broadway, 2nd Floor, Green Bay, Wisconsin, to be used for such purposes as determined by the Government. Included in the rent at the additional cost of \$1,800, are 6 parking spaces for exclusive use of Government employees and patrons.

3. The Government shall pay the Lessor annual rent as follows:

Table with 4 columns: Term, Annual Rent Including Parking, Rate per RSF Including Parking, Monthly Rent & Parking Payable in Arrears. Rows include periods from Nov. 4, 2011 to Nov. 3, 2016, Nov. 4, 2016 to Nov. 3, 2021, and Nov. 4, 2021 to Nov. 3, 2026.

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full-service lease agreement in accordance with SFO GS-05B-18582. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Green Bay Broadway Development, LLC
3148 Mid Valley Drive
De Pere, WI 54115

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, Green Bay Broadway Development, LLC

Signature line with handwritten name and (Title) label.

In Presence of line with handwritten address and (Address) label.

United States Of America, General Services Administration, Public Buildings Service.

Signature line with handwritten title 'LCD' and (Official Title) label.

8. In reference to the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$175,008.35 shall be included in the rental rate. The tenant buildout costs of \$175,008.35 shall be amortized for a period of 120 months at 6%. The annual tenant improvement costs are \$23,315.42 (approximately \$5.42/RSF). The Lessor will construct tenant improvements as described in approved drawings dated October 11, 2011, at a cost not to exceed \$370,579.75. Upon completion and acceptance after substantial completion of TI construction, the Government will pay the Lessor a one-time lump sum payment of \$195,571.40 (the difference of \$370,579.75 and the \$175,008.35 tenant improvements being included in the rental rate). The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in said drawings. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

Upon successful completion and acceptance by the GSA, the Lessor shall provide an invoice via mail to:

To:	CC:
GSA Office of Finance	GSA Project Manager Kristina Wallig
PO Box 17181	230 South Dearborn, Suite 3300
Ft. Worth, Texas 76102	Chicago, Illinois 60604

Or, the invoice may also be sent electronically by going to www.finance.gsa.gov. In order to be processed, all invoices must be on official letterhead and need to reference PS0021531 and contract number GS-05B-18582.

9. In reference to the SFO paragraph 3.4, entitled *GSA Forms and Pricing information, Building-Specific Security* in the total amount of \$2,945.00 shall be included in the rental rate. The building-specific security costs shall be amortized for a period of 120 months at 6 percent. Building-specific security shall be completed within 90 days from the date the Contracting Officer issues the notice to proceed with the security improvements.

10. In accordance with the SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 1.0982895 (4,302 RSF/3,917USF).

11. In accordance with The SFO paragraph 4.2 entitled *Tax Adjustment*, this lease is subject to real estate tax adjustments. The base amount for the Government portion of the premises is \$3,881.06. The percentage of occupancy is 16.55 (4,302 RSF / Total Building RSF of 26,000 square feet).

12. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 16.55%.

17. The total square footage referred to in paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds 3,917 ANSI/BOMA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 3,917 ANSI/BOMA, the rent will be decreased accordingly. All other terms and conditions of the lease shall remain in force and effect.

18. The Gross Rental rate in Section 3 above includes the following amounts per RSF:

Term	Shell Rent (Excluding taxes)	Annual Tenant Improvements	Annual Building-specific Security Improvements	Annual Operating Expenses	Annual RE Taxes	Parking
Nov. 4, 2011–Nov. 3, 2016	\$37,848.34	\$23,315.42	\$376.65	\$26,500.32	\$3,881.06	\$1,800.00
Nov. 4, 2016–Nov. 3, 2021	\$40,988.80	\$23,315.42	\$376.65	\$26,500.32	\$3,881.06	\$1,800.00
Nov. 4, 2021–Nov. 3, 2026	\$44,344.36	\$0.00	\$0.00	\$26,500.32	\$3,881.06	\$1,800.00

The attached Exhibit D replaces the original Exhibit D included in the lease.

This Lease Amendment No. 1 consists of two pages.

LESSOR	UNITED STATES OF AMERICA
BY <u>FB</u> (Initial)	BY <u>MR</u> (Initial)