

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-05B-18908
ADDRESS OF PREMISES 222 West Washington Avenue 7 <sup>th</sup> & 8 <sup>th</sup> Floor Madison, WI 53703-2719	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **West Washington Assoc LLC**

whose address is: 150 E Gilman St., Suite 1600  
Madison, WI 53703-1496

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 increase the square footage of the leased premises.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

**1. Section 1.01 THE PREMISES (AUG 2011) is deleted and replaced with the following:**

**"1.01 THE PREMISES (AUG 2011)**

The Premises are described as follows:

Office and Related Space: 29,839 rentable square feet (RSF), yielding 26,598 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.121851267 percent, located on the entire 8<sup>th</sup> floor and partial 7<sup>th</sup> floor and known as Suite(s) 700 and 800, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A, which shall replace the previous Exhibit A "Floor Plans" attached to the Lease."

**CONTINUED ON PAGES 2 AND 3**

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:**

Signature: \_\_\_\_\_  
Name: Lee R Frederer  
Title: CEO  
Entity Name: West Washington Associates LLC  
Date: 11/25/2013

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
GSA, Public Buildings Service,  
Date: 11/25/13

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President - Investments  
Date: 11-25-13

**2. Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011) is deleted and replaced with the following:**

**"1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (YEARS 1-5)		NON FIRM TERM (YEARS 6-10)	
	ANNUAL RENT	ANNUAL RATE/RSF <sup>3</sup>	ANNUAL RENT	ANNUAL RATE/RSF <sup>3</sup>
SHELL RENT	\$617,808.24	\$20.70	\$ 704,575.71	\$ 23.63
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$383,305.51	\$12.85	\$ 0.00	\$ 0.00
OPERATING COSTS	\$162,800.82	\$5.46	\$ 162,800.82	\$ 5.46
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$17,706.94	\$0.59	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,181,621.51</b>	<b>\$39.60</b>	<b>\$ 867,376.53</b>	<b>\$ 29.09</b>

<sup>1</sup>The Tenant Improvement Allowance of \$1,692,635.80 is amortized at a rate of 5.0 percent per annum over 5 years.

<sup>2</sup>Building Specific Security Costs of \$78,192.00 are amortized at a rate of 5.0 percent per annum over 5 years.

<sup>3</sup>Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 26,598 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. THIS PARAGRAPH WAS INTENTIONALLY DELETED"

**3. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) is deleted and replaced with the following:**

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

A. Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [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 Studley, Inc. with the

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remaining [REDACTED], which is the "commission credit", to be credited to the shell rental 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 until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$98,468.46 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>ST</sup> Month's Rent.

Month 2 Rental Payment \$98,468.46 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>ND</sup> Month's Rent.

4. Section 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) is deleted and replaced with the following:

**"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1,692,635.80 for 26,598 ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 5.0 percent.

5. Section 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011) is deleted and replaced with the following:

**"1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)**

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 15.22 percent. The percentage of occupancy is derived by dividing the total Government space of 29,839 RSF by the total building space of 196,110 RSF.

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