

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
May 2, 2011

TO LEASE NO.
GS-05B-18356 PS0019726

ADDRESS OF PREMISES 125 S. Jefferson Street, 3rd Floor
Green Bay, WI 54301-4500

This agreement, made and entered into this date by and between Jefferson Court Building, LLC whose address is 125 S. Jefferson Street Green Bay, WI 54301-4500 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated September 16, 2010 is amended, effective April 14, 2011, as follows:

The purpose of this Supplemental Lease Agreement is to:

- a. Revise commencement date of the Lease from March 1, 2011 to April 1, 2011 and the corresponding expiration and termination dates;
- b. Revise the cost for 24-hour cooling and maintenance of the Computer Room;
- c. Reduce the cost of Lease Security Standards from [REDACTED] to [REDACTED] and thereby reducing the annual rent for April 1, 2011 through March 31, 2016 for office from \$114,049.89 to \$113,530.58 and the total rent from \$115,669.89 to \$115,150.58 and the corresponding monthly rent;
- d. Reduce the commission and the credit accordingly based on the reduction in rent;
- e. Authorize the lump sum payment in the amount of \$42,251.00.

Paragraph 2 of the lease is deleted in its entirety and the following is substituted therefore:

"2. TO HAVE AND TO HOLD the said premise with their appurtenances for a term beginning April 1, 2011 through March 31, 2021 subject to termination rights as hereinafter set forth."

Paragraph 3 of the lease is deleted in its entirety and the following is substituted therefore:

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

OFFICE RENT		
Years	Annual	Monthly
April 1, 2011 thru March 31, 2016	\$113,530.58	\$9,460.88
April 1, 2016 thru March 31, 2021	\$ 82,563.40	\$6,880.28
PARKING RENT		
April 1, 2011 thru March 31, 2021	\$ 1,620.00	\$ 135.00
TOTAL RENT		
April 1, 2011 thru March 31, 2016	\$115,150.58	\$9,595.88
April 1, 2016 thru March 31, 2021	\$ 84,183.40	\$7,015.28

Rent for a lesser period shall be prorated. Rent shall be made payable to:
Jefferson Court Building, LLC
125 S. Jefferson Street
Green Bay, WI 54301-4500
Tax Identification Number [REDACTED]

Paragraph 4 of the lease is deleted in its entirety and the following is substituted therefore:

"4. The Government may terminate this lease in whole or in part on or any time after March 31, 2016 by giving at least ninety (90) days notice in writing 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."

Paragraph 14 of the lease is deleted in its entirety and the following is substituted therefore:

"14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, overtime shall be provided at no additional cost to the Government. The cost for 24 hour cooling of the LAN room; monthly maintenance of equipment; and filter change as required but not less than every 60 days will be provided by Lessor at a cost of \$1,889.00 annually. A lump sum payment will be made for this amount at the end of each fiscal year of the lease term subject to termination options set forth in the lease."

Paragraph 24 of the lease is deleted in its entirety and the following is substituted therefore:

"24. In accordance with SFO Paragraph 10.0, *Lease Security Standards*, Lessor shall provide and install, at the Government's expense, Secure HVAC; Outdoor Air Intakers, Reserved and Restricted Parking Signage and [redacted] on all exterior windows in the Government-occupied space. The cost of \$2,580.00 shall be amortized through the rent for five years at a rate of 7.3%."

Paragraph 37 of the lease is deleted in its entirety and the following is substituted therefore:

"37. In accordance with Paragraph 2.3, Broker Commission and Commission Credit, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease ("Commission"). The total amount of the Commission is [redacted]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease.

Due to the Commission Credit described in Paragraph 2.3, only [redacted], which is [redacted] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [redacted], which is [redacted] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments of \$43,444.80, excluding taxes, or \$3,620.40 per month, due and owing 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 throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: \$9,595.88 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent;
- Month 2: \$9,595.88 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent;
- Month 3: \$9,595.88 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent;
- Month 4: \$9,595.88 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's Rent."

Upon completion and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$42,251.00 upon receipt of an original invoice for the tenant improvements which exceed the Tenant Improvements in the lease of \$150,124.80 for the following:

[redacted]
Balance of Tenant Improvements [redacted]

Instructions for processing the above referenced lump-sum payment:

- Submit the invoice
 - 1) with a unique invoice number (Lessor's name and address on invoice must match the name and address in the Lease) citing PS Number 0019726;
 - 2) directly to the Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov with a copy to the Lease Contracting Officer. Lessors unable to process the invoices electronically, may mail the invoice to the following address:
GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

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

- END OF SLA NO. 1 -

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

LESSOR: [redacted]
BY [redacted]

Managing Member
(Title)

IN PRESENCE OF [redacted]
[redacted]

Green Bay, WI 54301 4.25.11
(Address)

UNITED STATES GENERAL SERVICES ADMINISTRATION

BY [redacted]

LEASE CONTRACTING OFFICER
(Official Title)