

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE

1.17.2012

TO LEASE NO.  
GS-05B-18366

ADDRESS OF PREMISES

1242 Fourier Drive  
Madison, Wisconsin 53717-2914

THIS AGREEMENT, made and entered into this date by and between **Newcomb Properties LLC.**

whose address is **999 Fourier Drive, Suite 200  
Madison, Wisconsin 53717-2914**

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

WHEREAS, the Government has received a final cost proposal to construct the tenant improvements as shown in the Bid Documents which include the Construction Drawings and Specifications dated September 23, 2011.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

**Supplemental Lease Agreement (SLA) No. 1 to Lease GS-05B-18404**, is hereby issued to provide a **Partial NOTICE TO PROCEED** for an amount not to exceed **\$384,552.09** to construct the **Tenant Improvements** as described in Attachment No. 1 to SLA No.1.

This SLA authorizes the Lessor to commence with the following tasks, including but not limited to:

1. Developing a construction bulletin to memorialize all changes to the construction documents (drawings and specifications) made during negotiations of the tenant improvement proposal.
2. Ordering long-lead materials
3. Preparing for and constructing tenant improvements
4. The Not to Exceed 384,552.09 includes all the build-out shown on the Construction Drawings except for the items removed and listed below. Any build-out above this Not to Exceed amount is the sole responsibility of the Lessor and will not be reimbursed.

Upon completion, acceptance and after substantial completion of TI construction, the Government will amortized \$384,552.09 for 10 years firm term at 6.0%. If the Government leaves the space after the firm term, the Government does not owe the Lessor for the remaining unamortized Tenant Improvements. The amount stated above includes all labor, materials and fees to construct the Tenant Improvements.

The remaining **\$18,623.21** should not be expended unless another Supplemental Lease Agreement for these items are submitted authorizing Lessor to proceed with the following:

1. Two (2) VAV boxes removed from scope during TI negotiations
2. Audio/ Video system
3. Sidewalk connecting the parking lot to south stairwell
4. Security system.

It shall be noted that this notice to proceed obligates a total of **\$384,552.09** of the total TI Allowance.

**Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advanced in writing by the Contracting Officer**; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

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 Attachment # 1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

(SLA No. 1 -page 1, Construction Cost Proposal Summary – 2 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 above date.

LESSOR NE

BY

[Redacted Signature]

MEMBER

(Title)

999 Fourier Drive, Suite 200  
Madison, WI 53717

(Address)

IN PRESENCE OF

[Redacted Signature]

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

Contracting Officer

(Official Title)