

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. GS-05B-18592

ADDRESS OF PREMISES
5417 Clem's Way
Stevens Point, Wisconsin 54481-8841

THIS AGREEMENT, made and entered into this date by and between

2011 Stevens Point, LLC

whose address is

4605 Dovetail Drive
Madison, WI 53704-6301

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 is amended, effective **October 1, 2012**, as follows:

The purpose of this Lease Amendment is to:

- 1) Finalize the total tenant improvements amount to be amortized in the Lease. The total amount of **\$637,169.71** shall be amortized through the rent as follows: **\$627,051.60** for **10** years at a rate of **0%**. The remaining **\$ 10,118.11** shall be amortized through the rent for **8** years at a rate of **8%** and;
- 2) To accept the tenant improvements as completed and;
- 3) establish the Commencement Date of the lease rental payments; and
- 4) provide the annual rental amounts; and
- 5) Commission and Commissions Credit; and
- 6) all other terms and conditions are in full force and effect.

The annual rates are depicted in the rent chart below.

Continued on Sheet 2 and Sheet 3, attached hereto and made a part of the lease.

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

FOR THE LESSOR

Signature: _____
Name: CAROL RUSO BOUSQUET
Title: MANAGER
Entity Name: 2011 Stevens Point, LLC
Date: 10/6/12

FOR THE GOVERNMENT

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/10/12

WITNESS

Signature: _____
Name: Thomas Jilot
Title: CFO
Date: October 8, 2012

ORIGINAL

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ORIGINAL

2.) The tenant improvements have been substantially completed and the government accepts the leased space on **October 1, 2012**.

3.) The commencement date of the rental shall be **October 1, 2012** and shall expire on **September 30, 2022**. The government may terminate this lease in whole or in part effective any time after the eight (8) year of the lease giving at least one hundred and twenty (120) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

4.) Paragraph 3 of the Supplement Lease Agreement - SLA #4 is hereby deleted and the following paragraph is substituted:

The Government shall pay the Lessor annual rent of **\$390,787.62** at the rate of **\$32,565.63** per month in arrears for Years 1-8 and the Government shall pay the Lessor annual rent of **\$389,071.17** at the rate of **\$32,422.60** per month in arrears for Years 9-10.

Lease Years 1-8	RSF (15,843)	USF (14,900)	Annual Rates
Warm Lit Shell	\$13.88	\$14.76	\$ 219,900.98
Real Estate Taxes	\$ 1.75	\$1.86	\$ 27,725.27
Security Costs	\$ 0	\$ 0	0
Operating Expenses	\$ 4.97	\$5.28	\$ 78,739.76
Tenant Improvements	\$ 4.07	\$ 4.32	\$ 64,421.61
Total	\$24.67	\$26.23	\$ 390,787.62

Lease Years 9-10	RSF (15,843)	USF (14,900)	Annual Rates
Warm Lit Shell	\$13.88	\$14.76	\$ 219,900.98
Real Estate Taxes	\$ 1.75	\$ 1.86	\$ 27,725.27
Security Costs	\$ 0	\$ 0	0
Operating Expenses	\$ 4.97	\$ 5.28	\$ 78,739.76
Tenant Improvements	\$ 3.96	\$ 4.21	\$ 62,705.16
Total	\$24.56	\$26.11	\$ 389,071.17

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 0% over a hundred and twenty month (120) month period, for the Tenant Improvement amount of \$627,051.60. The remaining Tenant Improvement in the amount of \$10,118.11 is included in the rate stated above for Lease Years 1-8 and reflects an interest rate of 8% over a ninety-six month (96) period.

Gov't Initials *BR*

Lessor Initials: *CR*

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ORIGINAL

Should the Government exercise its termination rights, after the firm term of (96) months the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond Years 1-8, the firm term of the lease.

In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.063288591%

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated.

Rent checks shall be made payable to:

2011 Stevens Point, LLC
4605 Dovetail Drive
Madison, WI 53704-6301

5) Paragraph 20 - Commission and Commission Credit of the SF2 Lease Agreement dated May 5, 2011 is hereby deleted and the following paragraph is substituted:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED] (\$390,787.62 x 8 YRS x [REDACTED]). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] ([REDACTED] x [REDACTED]). The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 2 of this Lease Amendment, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$32,565.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$32,565.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$32,565.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

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

Gov't Initials



Lessor Initials:



Lease Amendment Form 07/12