

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 1</b>
<b>LEASE AMENDMENT</b>  <b>ADDRESS OF PREMISES</b> <b>Nye Building</b> <b>2800 Lakeshore Drive East</b> <b>Ashland, WI 54806-2451</b>	<b>TO LEASE NO. GS-05P-LWI18996</b>  PDN Number:

THIS AGREEMENT, made and entered into this date by and between **Nye Development Corp., Inc.** whose address is: **53308 McDonald Road Ashland, WI 54806**

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

**WHEREAS**, the parties hereto desire to amend the above Lease;

**WHEREAS** the space at **Nye Building, 2800 Lakeshore Drive East, Ashland, WI 54806-2451**, was inspected and accepted March 7, 2014;

**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 **03/10/2014**, as follows:

**Lease Amendment No. 1 to Lease GS-05P-LWI18996**, is hereby issued to establish the lease term, the effective date of the lease, establish termination rights, annual rents, clarify the actual Tenant improvement expenditure, delineate space by Agency, and establish Lease Renewal terms.

**1. Lease Term**

**TO HAVE AND TO HOLD** the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning on March 10, 2014 and continuing through 11:59:59 p.m. on March 31, 2024.

**2. Effective Date**

The effective date of Lease GS-05P-LWI18996 is March 10, 2014. This lease will be in effect for ten (10) years, five (5) years firm term. The anniversary date for annual escalations and operating cost adjustments will be March 10<sup>th</sup>, of each year.

**3. Termination Rights**

The Government may terminate this Lease, in whole or in part, at any time, effective after **11:59:59 p.m. on 3/31/2019**, by providing not less than ninety (90) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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

FOR THE LESSOR  
 Signature: [Redacted]  
 Name: RONALD S. NYE  
 Title: PRESIDENT  
 Entity Name: NYE DEVELOPMENT CORP INC  
 Date: 4-9-2014

FOR THE GOVERNMENT  
 Signature: [Redacted]  
 Name: PEGGY S. DARR  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 4/16/2014

WITNESSED FOR THE LESSOR BY  
 Signature: [Redacted]  
 Name: CHARLOTTE A. NYE  
 Title: Secretary / Treasurer  
 Date: 4-9-2014

RDM 4-9-14

**4. Annual rent**

**Years 1-5** - The Government shall pay the Lessor annual rent of **\$359,838.58, in arrears**, at the rate of **\$ 29,986.55 per month**, for five (5) years, and consists of: shell rent (including taxes); **\$188,454.76 (\$6.84/RSF or \$7.67/USF)**, operating expenses; **\$152,414.21 (\$5.53/RSF or \$6.20/USF)** and **\$18,969.61 (\$0.68/RSF or \$0.76/USF)** in amortized Tenant improvements over 60 months at a rate of 4.75%. Rent for a lesser period shall be prorated. The rental payment for the 1st month of lease will be prorated for 21 days.

**Years 6-10** - The Government shall pay the Lessor annual rent of **\$340,868.97 for years 6-10 (\$12.37/RSF or \$13.87/USF)** at the rate of **\$28,414.08 per month**, in arrears, and consists of: shell rent (including taxes); **\$188,454.76 (\$6.84/RSF or \$7.67/USF)** and operating expenses; **\$152,414.21 (\$5.53/RSF or \$6.20/USF)**.

Rent Period	Scheduled Annual Rent	Scheduled Monthly Rent
Years 1-5	\$ 359,838.58	\$29,986.55
Years 6-10	\$340,968.97	\$28,414.08

	FIRM TERM (YEARS 1-5)	NON FIRM TERM (YEARS 6-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 188,454.76	\$188,454.76
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 18,969.61	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 152,414.21	\$152,414.21
<b>TOTAL ANNUAL RENT</b>	<b>\$ 359,838.58</b>	<b>\$340,868.97</b>

<sup>1</sup>Shell rent (Firm Term) calculation: **\$6.84** per RSF multiplied by **27,553.00** RSF

<sup>2</sup>The Tenant Improvement Allowance of **\$83,834.00** is amortized at a rate of **4.75** percent per annum over **5.0** years.

<sup>3</sup>Operating Costs rent calculation: **\$5.53** per RSF multiplied by **27,553.00** RSF

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**NYE DEVELOPMENT CORP  
C/O BMO HARRIS BANK  
100 2<sup>ND</sup> STREET EAST  
ASHLAND, WWI 54806-0000**

**5. Actual Tenant Improvement Expenditure**

The Tenant Improvement Allowance expended for lease GS-05P-LWI18996 was \$83,834.00. The tenant improvement expenditure of \$83,834.00 will be amortized over sixty (60) months at an interest rate 4.75%, a per square foot rate of \$0.68 per rsf (\$0.76 usf) and has been made part of the total rent per square foot rate of \$13.05/rsf (\$14.63/ usf). The total annual cost of the Tenant Improvements is amortized at \$18,969.61 per annum.

**6. Delineation of Space by Agency**

The Space shall be designated as follows based on the individual agency assignments:

1. [REDACTED]
  - a. General Office – (4,675 usf / 5,376.22 rsf)
  - b. Warehouse – (4,392 usf / 5,050.78 rsf)
  - c. Total – (9,067 usf / 10,427 rsf)
  - d. Parking – Nine (9) surface parking spaces

INITIALS: RJM 4-9-14 & [Signature]

- 2. [REDACTED]
  - a. General Office – (3,874.79 usf / 4,239 rsf)
  - b. Warehouse – (2,007.32 usf / 2,196 rsf)
  - c. Total – (5,882.11 usf / 6,435 rsf)
  - d. Parking – Eight (8) surface parking spaces

- 3. [REDACTED]
  - a. General Office – (2,742.21 usf / 3,036 rsf)
  - b. Warehouse – (5,656.94 usf / 6,263 rsf)
  - c. Total – (8,399.15 usf / 9,299 rsf)
  - d. Parking – Eleven (11) surface parking spaces

- 4. [REDACTED]
  - a. General Office – (1,055.76 usf / 1,188 rsf)
  - b. Warehouse – (181.29 usf / 204 rsf)
  - c. Total – (1,237.05 usf / 1,392 rsf)
  - d. Parking – five (5) surface parking spaces

**7. Renewal Rights**

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 1 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **60** days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

This Lease Amendment contains three (3) pages.  
All other terms and conditions of the lease shall remain in force and effect.

INITIALS: RJM-4-9-14 & Bji