

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 02	TO LEASE NO. GS-05B-18131	DATE 3/7/12	PAGE 1 of 3
ADDRESS OF PREMISES 790 N. Milwaukee Street, 6 th Floor, Milwaukee, WI 53202-3729			

THIS AGREEMENT, made and entered into this date by and between Kennedy II Associates LP whose address is 788 North Jefferson Street, Milwaukee, WI 53202-3705

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

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on October 13, 2011, as follows:

The purpose of this Supplemental Lease Agreement is to establish the commencement date, annual rental, termination rights, final cost and the lump sum payment of the Tenant Improvements.

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

"2. TO HAVE AND TO HOLD the said premises 6,689 RSF (Phase 1) beginning on October 13, 2011 through December 19, 2011. The Government will also occupy 6,689 RSF (Phase 1) and 4,443 RSF (Phase 2) totaling 11,132 RSF with their appurtenances for a term of five (5) years, three (3) years firm beginning on December 20, 2011 through December 19, 2016 subject to termination rights as hereinafter set forth."

Continued on Page 2

IN WITNESS where the parties hereto have hereunto subscribed their names as of the date first above written.

SIGNATURE	LESSOR Kennedy II Associates LP	NAME OF SIGNER Van Buren Management, Inc., General Partner By Joel S. Lee, President
	ADDRESS 788 North Jefferson Street, Suite 800; Milwaukee, WI 53202	
SIGNATURE	IN PRESENCE OF	NAME OF SIGNER Phyllis M. Resop, President Pentagon Property Management, LLC
	ADDRESS 788 North Jefferson Street, Suite 800; Milwaukee, WI 53202	
SIGNATURE	UNITED STATES OF AMERICA	NAME OF SIGNER JoAnne Ladwig OFFICIAL TITLE OF SIGNER Lease Contracting Officer
	AUTHORIZED Previous edit	

GSA FORM 276 (REV. 12/2006)

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

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

Term Years	Shell per RSF	Base Operating Costs per RSF	Amortized Tenant Improvement Per RSF	Total Structured Parking	Rate Per RSF	Annual Rent	Monthly Rent Payable In Arrears
10/13/2011 – 12/19/2011 ¹	\$14.75	\$9.23	\$0.00	\$0.00	\$23.98	\$53,859.12	\$4,488.26
12/20/2011 – 12/19/2014 ²	\$14.75	\$9.23	\$15.32	\$0.00	\$39.30	\$437,457.30	\$36,457.30
12/20/2014 – 12/19/2016	\$15.80	\$9.23	\$ 0.00	\$0.00	\$25.03	\$278,652.60	\$23,221.05

Note 1: 10/13/2011 – 12/19/2011 consists of rent for two months for 2,246 RSF only (GSA has already paid on the original 4,443 RSF).

Note 2: 12/20/2011 commences the lease term on the entire 11,132 RSF for 36 months

Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Kennedy II Associates Limited Partnership
 C/O Pentagon Property Management
 732 N. Jackson Street, Suite 300
 Milwaukee, WI 53202-4620"

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

"4. The Government may terminate this lease at any time after December 19, 2014, by giving the Lessor at least ninety (90) days notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing."

Continued on Page 3

INITIALS:

LESSOR

&

GOVT

Paragraph 10 of the lease is deleted and the following is substituted therefore:

“10. The Lessor and Government agree the final cost of Tenant Improvements is \$924,536.71. The amount will be paid as follows:

\$456,756.17	Tenant Improvement Allowance Amortized in Lease
<u>\$467,780.54</u>	Lump Sum Payment
<u>\$924,536.71</u>	Total

The Tenant Improvement Allowance in the amount of \$456,756.17 will be amortized at 7.5% interest over three (3) years.

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 \$467, 780.54 upon receipt of an original invoice for the tenant improvements amortized in the lease.

Regarding this lump sum payment, please follow these instructions:

- Create and include a unique invoice number on the invoice submitted for payment.
- If the Management Company submits the invoice, please include the name and address of the Management Company and not the Lessor. The vendor’s or lessor’s name and address must match the name and address in the Pegasys vendor file.
- Please site PS Number **PS0020207** on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. Invoices submitted to Finance without the PS Number are immediately returned to the vendor or lessor.
- Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102”

Paragraph 27 is hereby added to the lease as follows:

“27. The Lessor’s name has been modified from Kennedy II Associates Limited Partnership to Kennedy II Associates LP to match the name and address in the Pegasys vendor file.”

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

INITIALS:  LESSOR &  GOV'T