

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>		LEASE AMENDMENT No. 2
<b>LEASE AMENDMENT</b>		TO LEASE NO. GS-05B-18908
ADDRESS OF PREMISES	222 West Washington Avenue 7 <sup>th</sup> & 8 <sup>th</sup> Floor Madison, WI 53703-2719	PDN Number:

**THIS AMENDMENT** is made and entered into between **West Washington Assoc LLC**

whose address is: 150 E Gilman St., Suite 1600  
Madison, WI 53703-1496

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

**WHEREAS**, the parties hereto desire to correct the Rent, replace Exhibit A, revise the Firm Term, and revise the Commission and Commission Credit.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. The floor plans attached hereto as Exhibit A, shall replace the previous Exhibit A "Floor Plans" attached to the Lease.

2. LEASE TERM is deleted and replaced with the following:

**"LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years Firm,**


to be used for such purposes as determined by GSA. The commencement date of this Lease shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government."

This Lease Amendment contains 5 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 below date.


**FOR THE LESSOR:**

Signature:   
Name: 150 E Gilman St  
Title: CEO  
Entity Name: West Washington Associates, LLC  
Date: 12/13/13

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title:   
GSA, Public Buildings Service,  
Date: 12/19/2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Emily [Redacted]  
Title: Vice President Investments  
Date: 12.13.13

3. Section 1.05 TERMINATION RIGHTS (AUG 2011) is deleted without replacement.

4. Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011) is deleted and replaced with the following:

**"1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (YEARS 1-5)		FIRM TERM (YEARS 6-10)	
	ANNUAL RENT	ANNUAL RATE/RSF <sup>3</sup>	ANNUAL RENT	ANNUAL RATE/RSF <sup>3</sup>
SHELL RENT	\$618,264.08	\$20.72	\$705,095.57	\$23.63
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$383,305.51	\$12.85	\$0.00	\$0.00
OPERATING COSTS	\$162,920.94	\$5.46	\$162,920.94	\$5.46
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$17,706.95	\$0.59	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,182,197.48</b>	<b>\$39.62</b>	<b>\$868,016.51</b>	<b>\$29.09</b>

<sup>1</sup>The Tenant Improvement Allowance of \$1,692,635.80 is amortized at a rate of 5.0 percent per annum over 5 years.

<sup>2</sup>Building Specific Security Costs of \$78,192.00 are amortized at a rate of 5.0 percent per annum over 5 years.

<sup>3</sup>Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 26,598 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. THIS PARAGRAPH WAS INTENTIONALLY DELETED"

5. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) is deleted and replaced with the following:

INITIALS:

  
LESSOR

&

  
GOV'T

**"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

**Studley, Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Studley, Inc.** There is no commission credit to be deducted from the shell rent at the time of lease commencement."

INITIALS:

  
LESSOR

&

  
GOVT