

## SECOND AMENDMENT TO LEASE

(This document pertains to a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This Second Amendment to Lease is entered into this \_\_\_\_\_ day of May, 2015, by and between **Wahnfried Holdings**, a Wisconsin limited liability company (the "Lessor") and the **City of Madison**, a municipal corporation (the "City").

### WITNESSETH:

WHEREAS, the Lessor is the owner of the commercial office building located at 29 Marsh Court, Madison, Dane County, Wisconsin (the "Building"), which Building is located on real property (the "Land") owned by the Lessor as described below.

The Land: Lot 1 (One) Certified Survey Map No. 9569 recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 55 of Certified Survey Maps, on Page 14, as Document No. 3183893, located in the City of Madison, Dane County, Wisconsin.

Return To: City Of Madison  
EDD – Office Of Real Estate Services  
P.O. Box 2983  
Madison, WI 53701-2983

Tax Parcel No.: 251-0710-233-0103-0

WHEREAS, the Lessor and the City are parties to a certain Lease (the "Lease") pertaining to the Building and the Land, dated December 30, 2008, which Lease was recorded with the Dane County Register of Deeds on January 12, 2009 as Document No. 4492668, and

WHEREAS, the initial term of the Lease was for the four-year period commencing on January 1, 2009; and

WHEREAS, in accordance with Paragraph 7 of the Lease, the City exercised its one year renewal option, and the term of the Lease was extended to December 31, 2013; and

WHEREAS, the Common Council authorized the execution of a First Amendment to Lease (Resolution ID 31331) which was executed on November 25, 2013 and recorded with the Dane County Register of Deeds on November 27, 2013 as Document No. 5040527, which extended the term of the Lease for an additional period of three (3) years to December 31, 2016 and gives the City the option to renew the Lease for two (2) successive terms of one (1) year each.

This Second Amendment to Lease would extend the term of the Lease until December 31, 2017 and give the City the option to renew the Lease for four (4) successive terms of one (1) year each.

NOW, THEREFORE, the Lessor and the City hereby amend the Lease as follows:

1. Paragraph 2 of the Lease is amended to provide that the term of the Lease shall be extended to December 31, 2017 (the "Extended Term").

2. The following Subparagraph is inserted in Paragraph 3 of the Lease:

f. Base Rent payable during the Extended Term shall be as follows:

<b>Year Period</b>	<b>Monthly Base Rent</b>	<b>Annual Base Rent</b>
1/1/2015 - 12/31/2015	\$5,440.00	\$65,280.00
1/1/2016 - 12/31/2016	\$5,548.80	\$66,585.60
1/1/2017 - 12/31/2017	\$5,659.76	\$67,917.12

3. Paragraph 7 of the Lease is amended to provide that if, at the end of the Extended Term, the City is not in default under the Lease, the City shall have four (4) successive options to extend the Lease for additional terms of one (1) year each, under the same terms and conditions in the Lease, except that Base Rent during the renewal periods shall be as set forth in the table below, payable as provided in Paragraph 3. If the City desires to renew the Lease, the City must give notice in writing to the Lessor a minimum of one hundred fifty (150) days prior to the expiration of the Extended Term or any renewal term, by the mailing of a notice by certified mail, return receipt requested, or by personal delivery to the Lessor at the address specified in Paragraph 22.

<b>Year Period</b>	<b>Monthly Base Rent</b>	<b>Annual Base Rent</b>
1/1/2018-12/31/2018	\$5,772.96	\$69,275.46
1/1/2019-12/31/2019	\$5,888.41	\$70,660.97
1/1/2020-12/31/2020	\$6,006.18	\$72,074.19
1/1/2021-12/31/2021	\$6,126.31	\$73,515.68

4. All other terms and conditions of the Lease which are not inconsistent with the amended terms set forth above shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and the City have caused this Second Amendment to Lease to be signed as of the day and year first above written.

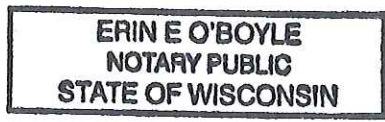
[ SIGNATURES APPEAR ON NEXT 2 PAGES ]

WAHNFRIED, LLC,  
a Wisconsin limited liability company

By: *[Signature]*, Managing Member  
JOHN W. WESTPHAL  
Print or Type Name)

State of Wisconsin )  
County of Dane )ss.

Personally came before me this 1<sup>st</sup> day of July, 2015, the above named John W. Westphal (name), Managing Member, of Wahnfried LLC, a Wisconsin limited liability company, known to me to be the person who executed the above and foregoing instrument and acknowledged that he/she executed the foregoing instrument as such Managing Member as the deed of such limited liability company, by its authority.



*[Signature]*  
Notary Public, State of Wisconsin

Erin E. O'Boyle  
Print or Type Name

My Commission: 12/12/2017

**CITY OF MADISON,**  
a Wisconsin municipal corporation

By: \_\_\_\_\_  
Paul R. Soglin, Mayor

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

State of Wisconsin )  
                                  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Paul R. Soglin, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
\_\_\_\_\_  
Print or Type Name

My Commission: \_\_\_\_\_

State of Wisconsin )  
                                  )ss.  
County of Dane        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known to me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
\_\_\_\_\_  
Print or Type Name

My Commission: \_\_\_\_\_

Execution of this Second Amendment to Lease by the City of Madison is authorized by File No. \_\_\_\_\_ Enactment No. RES-\_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_ 2015.