

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE 8/11/10
	TO LEASE NO GS-05B-17871	
ADDRESS OF PREMISES 180 East Fifth Street St. Paul, Minnesota		
This agreement, made and entered into this date by and between Jackson I, LLC whose address is 510 1 st Avenue North, Suite 200 Minneapolis, MN 55403 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 dated January 30, 2009 is amended, effective <u>upon signing by both parties</u> , as follows: The purpose of this Supplemental Lease Agreement Number 3 is to establish the effective date of the lease and document all Tenant Improvement Costs, including all costs that exceeded the Tenant Improvement Allowance and which are to be paid to the Lessor via lump-sum payment. Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore: "2. TO HAVE AND TO HOLD the said <u>Initial and First Expansion</u> premises with their appurtenances for the term beginning on June 1, 2010 through May 31, 2020, subject to termination and renewal rights, if any, as may be hereinafter set forth. TO HAVE AND TO HOLD the said <u>Second Expansion</u> premises with their appurtenances for the term beginning on June 1, 2010 through May 31, 2020, subject to termination and renewal rights, if any, as may be hereinafter set forth. CONTINUED ON PAGE 2 ATTACHED AND MADE A PART HEREOF		
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 above date.		
LESSOR: Jackson I LLC BY _____ IN PRESENCE OF _____ UNITED STATES OF AMERICA BY _____ (Signature)	_____ Chief Manager (Title) 510 1st Ave N. #200 Mpls MN 55403 (Address)	_____ Contracting Officer (Official Title)

Paragraph 4 of the Lease shall be deleted in its entirety and the following substituted therefore:

"4. The Government may terminate this lease for the Initial and First Expansion premises at any time on or after **May 31, 2015** by giving at least **90** days notice in writing to the Lessor and no rental shall accrue after the effective date of Termination. Said notice shall be computed commencing with the day after the date of mailing.

The Government may terminate this lease for the Second Expansion premises at any time on or after the **May 31, 2013** by giving at least **90** days notice in writing to the Lessor and no rental shall accrue after the effective date of Termination. Said notice shall be computed commencing with the day after the date of mailing."

The total Tenant Improvement Cost for the Initial, First and Second Expansions, including all approved Change Orders, is \$3,408,996.96. According to Paragraphs 1.10 and 23 of the Lease, the Lessor agrees to provide up to \$2,819,388.00 toward the cost of the Tenant Improvements. The tenant improvement cost of \$2,819,388.00 (\$42.90 x 65,720 ANSI BOMA Area Square Foot) is amortized for a period of 5 years at 6% or \$654,080.02 annually). Therefore, the total cost of the Tenant Improvements exceed the Allowance by \$589,608.96. The \$589,608.96 will be paid by the Government upon completion and acceptance of the improvements via lump-sum payment.

Regarding this lump-sum payment of \$589,608.96, 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 not the lessor. The vendor's or lessor's name and address must match the name address in the Pegasys vendor file.

Please cite PS Number **PS0016970** 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)
PO BOX 17181
Fort Worth, TX 76102"

INITIALS

GOV'T	LESSOR
CB	Ⓟ