

**GENERAL SERVICES ADMINISTRATION**  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE

TO LEASE NO.  
LND14433

ADDRESS OF PREMISES      Civic Square  
   521 E. Main Avenue  
   Bismarck, ND 58501-4418

This agreement, made and entered into this date by and between Civic Square Development LLP

whose address is            501 E. Main Avenue  
   BISMARCK, ND 58501-4419

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

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement (SLA) No. 1, to lease LND14433 is to commence the lease as stated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated January 13, 2010 is amended, effective upon execution by the Government, as follows:

Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 1, 2010 through October 31, 2020, subject to termination and renewal rights as may be hereinafter set forth.

CONTINUED ON PAGES 2 AND 3 ATTACHED HERETO

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.

LP

*Partner*

(Title)

*521 E. Main Ave Bismarck ND*  
(Address) *58501*

UNITED STATES OF AMERICA

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
DFC Bldg. 41, Room 240, 8PSC Denver, CO 80225  
(Official Title)

Paragraph 3 of the Lease shall be deleted in its entirety and the following substituted therefore:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized				Total Annual Rent
	Shell	Taxes	Cost of Services	Tenant Improvement Allowance	
11/1/10 - 12/31/12	\$28,539.13	\$0.00	\$14,242.00	\$27,275.19	\$70,056.32
1/1/13 - 10/31/15	\$28,539.13	\$3,000.00	\$14,242.00	\$27,275.19	\$73,056.32
11/1/15 - 10/31/20	\$37,193.56	\$3,000.00	\$14,242.00	\$0.00	\$54,435.56

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 shall be made payable to:

Civic Square Development LLP  
501 E. Main Avenue  
Bismarck, ND 58501-4419

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

4. The Government may terminate this lease in whole or in part at any time after October 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.



Paragraph 7 of the Lease shall be deleted in its entirety and the following substituted therefore:

7. The total cost of the tenant improvements for this project are \$138,745.00 based on requirements outlined in SFO 9ND2023. Of the \$138,745.00, only \$115,474.24 are amortized into the rent for a period of 60 months at 6.75%. The amortized tenant buildout costs are \$8.53 per rentable square foot. The Government shall pay the Lessor a one time lump sum payment for the additional tenant finish costs of \$23,270.76.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number "PS0018992" [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors 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, Texas 76102

INITIALS

GOV'T	LESSOR
	

Paragraph 12 of the Lease shall be deleted in its entirety and the following substituted therefore:

12. In accordance with Paragraph 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell is \$2,378.26 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Second Month's Shell is \$2,378.26 minus the Commission Credit of [REDACTED]. Second Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Third Month's Shell is \$2,378.26 minus the Commission Credit of [REDACTED]. Third Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Fourth Month's Shell is \$2,378.26 minus the Commission Credit of [REDACTED]. Fourth Month's adjusted Gross Monthly Rental Payment is [REDACTED].

INITIALS  
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[Signature] CA