

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO.4

TO LEASE NO. GS-08P-14602

ADDRESS OF PREMISES

Minot Metro Center  
1414 20<sup>th</sup> Ave SW  
Minot, ND 58701

THIS AGREEMENT, made and entered into this date by and between  
Dakota Upreit, Limited Partnership

whose address is

3003 32<sup>nd</sup> Ave South  
Suite 250  
Fargo, ND 58103

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 is amended, effective February 1, 2014, as follows:

This SLA is issued to effective date of leased premises

- I. LEASE TERM is hereby be deleted in its entirety and replaced with the following:

LEASE TERM

Have and To Hold the said Premises with their appurtenances beginning February 1, 2014 – January 31, 2029, for a period of: 15 Years, 10 Years Firm.

- II. 1.03 is hereby deleted in its entirety and replace 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:

	February 1, 2014 - January 31, 2019		February 1, 2019 -- January 31, 2024		February 1, 2024 – January 31, 2029	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$ 97,520.50	\$ 16.39	\$ 107,278.50	\$ 18.03	\$ 117,998.50	\$ 19.83
Tenant Improvements <sup>1</sup>	\$ 32,280.33	\$ 5.425269	\$ 32,280.33	\$ 5.43	0	0
Operating Costs	\$ 34,153.00	\$ 5.74	\$ 34,153.00	\$ 5.74	\$ 34,153.00	\$ 5.74
Building Specific Security <sup>2</sup>	\$ 863.33	\$ 0.16 <sup>3</sup>	\$ 863.33	\$ 0.16 <sup>3</sup>	\$ 863.33	\$ 0.15
Total Annual Rent	\$ 164,817.18	\$ 27,700.37 <sup>3</sup>	\$ 174,575.18	\$ 29,340366 <sup>3</sup>	\$ 153,004.83	\$ 25.72

<sup>1</sup>The Tenant Improvement Allowance in the total amount of \$242,300.16 is amortized at a rate of 6 percent per annum over 10 years.

<sup>2</sup>Building Specific Security Costs in the total amount of \$12,949.95 are amortized at a rate of 0 percent per annum over 15 years.

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

III. Section 1.05 is hereby deleted in its entirety and replaced with the following:

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after February 1, 2023, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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: \_\_\_\_\_  
Title: EV  
Entity Name: Dakota UPR LIT, LP  
Date: 3-5-14

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: AMY TOLSON  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 3/11/14

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Office Manager  
Date: 3-5-14