

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-08P-14735
LEASE AMENDMENT	
ADDRESS OF PREMISES 4503 Coleman Street N Bismarck, ND 58503	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Capital Building 2 Bismarck, LLC**

whose address is: 4503 N. Coleman Street
Bismarck, ND 58503

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

WHEREAS, the parties hereto desire to amend the above Lease issued to establish the Commencement Date and Lease Term, rental payment schedule, termination option date, and Broker Commission and 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 September 1, 2014, as follows:

- 1) To restate the square footage of the Premises and parking spaces; and
- 2) To establish the Commencement Date and Lease Term; and
- 3) To establish the rental payment schedule; and
- 4) To establish the termination option date; and
- 5) To establish the Broker Commission and Commission Credit; and
- 6) All other terms and conditions of this lease shall remain in full force and effect.

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This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

[Redacted Signature]

Signature: [Redacted]
 Name: [Redacted]
 Title: Vice-President
 Entity Name: Capital Building Two, LLC
 Date: October 9, 2014

FOR THE GOVERNMENT:

[Redacted Signature]

Signature: [Redacted]
 Name: [Redacted] MARKS
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: October 9, 2014

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Signature: [Redacted]
 Name: Lisa Rudnick
 Title: Director of Communications
 Date: 10-9-14

1.) The Premises are described as follows: 2,535 rentable square feet (RSF), yielding 2,200 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15.24 percent, located on the 2nd floor. Also included in the Lease are 4 total on-site surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

2.) TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2014 and continuing for a period of 10 years, expiring August 31, 2024, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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

	FIRM TERM (9/1/14 – 8/31/19)	NON-FIRM TERM (9/1/19 – 8/31/24)
	ANNUAL RENT	ANNUAL RENT
TOTAL ANNUAL RENT	\$71,185.52 ¹	\$55,031.20 ²

¹Total Annual Rent (Firm Term) calculation: \$28.0817298 per RSF multiplied by 2,535 RSF

²Total Annual Rent (Non-Firm Term) calculation: \$21.70856016 per RSF multiplied by 2,535 RSF

4.) The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease, August 31, 2019 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.

5.) Section 1.04 of the Lease, **BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**, is confirmed as follows:

A. **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.** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$5,932.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$5,932.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$5,932.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rental Consideration for Simplified Leases."

6.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:  & 
LESSOR & GOVT