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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 1        |
|   | TO LEASE NO. GS-05P-LMN19126 |
| <b>ADDRESS OF PREMISES</b><br>332 Minnesota Street<br>St. Paul, MN 55101                          |                              |

**THIS AMENDMENT** is made and entered into between: **NG 332 MINNESOTA ST LLC**  
 whose address is: **1430 Broadway, Room 1650, New York, NY 10018-3365**  
 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

Lessor and Lessee agree that the Lessor will provide, and the Government will pay rent for, space known as Suite E300 in the building at the aforementioned address which will be known as "swing space". Provided that the Government executes this Lease Amendment by August 21, 2015, the Lessor will use reasonable efforts to substantially complete the swing space on or before September 23, 2015. If the Lease Amendment is not executed by the Government by August 21, 2015, the Lessor shall have no less than forty (40) days to substantially complete the swing space. Notwithstanding any other provision of the Lease, or Lease Amendment No 1, the Lessor is not responsible for any extra costs incurred in expediting the work and/or if Lessor does not meet the above deadlines for delivery of the swing space. The rent regarding the swing space will be effective the earlier of when the Government accepts the swing space as substantially completed or when the Government begins moving furniture, fixtures and equipment (FFE) into the swing space.


The swing space (See Drawing, Attachment A to LA #1) consists of 12,927 usable square feet (12,927 rentable square feet), which square footage has been agreed upon by the parties and is not subject to re-measurement. The attached drawing is to be referred to depict the leased swing space only. The design/scope of work and costs of the swing space will be addressed in a subsequent Lease Amendment. The Government shall pay the Lessor a flat fixed full service rate of \$34,741.67 per month (\$416,900.04 annually) for the swing space, which includes the use of 15 non-reserved parking spaces during the Government's occupancy of the swing space.


This Lease Amendment contains 2 pages.

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.

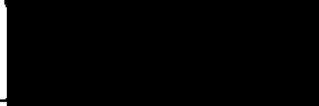
**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature:   
 Name: Eric Schwartz  
 Title: Managing Member  
 Entity Name: NG 332 Minnesota St LLC  
 Date: 8/20/15

Signature:   
 Name: Melissa McKenna  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 8/21/15

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Neil Beale  
 Title: Leasing Manager  
 Date: 8/20/15

The Government agrees to restore the swing space and remove the cabling/wiring and security systems required by the Government as well as remove the two walls highlighted in yellow on the attached Block Plan Drawing to this Amendment. This lease agreement on this space shall terminate when the Government has fully vacated the swing space. The agreed rent for the swing space will be effective for no more than one year from acceptance of the swing space.

The Government agrees to pay Lessor, in a lump sum payment, for all costs associated with the preparation, and restoration of the swing space. The Government also agrees to pay Lessor the costs of shell space improvements that are associated with the swing space requirements to obtain an occupancy permit for the use of the space. The amount of the agreed lump sum payment, will be determined and documented in a subsequent LA.

The full term of the Lease for the permanent space will not be affected by the lease term of this swing space agreement. All conditions of the Lease for the permanent space will go into effect when the Government accepts the permanent space including the establishment of the anniversary dates that are used in the establishment of the real estate tax base and the adjustments for operating costs.

The cost of the work to prepare the swing space will not be included in the Tenant Improvement Allowance cited in the Lease.

Notwithstanding any other provision of this Lease Amendment, only the following clauses of the permanent Lease will also apply to the temporary swing space agreement and any costs associated with compliance with these provisions as well as the provisions in this Lease Amendment No 1 shall be at the sole cost of the Government..

1.2 A, 1.3 E, F,G, 2.2, 2.3, 2.6, 3.15, 3.17 with addition below, 3.18, 3.33, 3.35, 3.42,A,C, E, F, 3.45 F,G, I,4.5 first sentence only, 4.9, 4.16, 5.17, 6.1, 6.2, 6.5 A, C, 6.6, 6.7, 6.14, 6.21, 6.22, 6.26, 6.27, 6.28.  
 General Clauses GSA Form 3517B, Representations and Certifications GSA Form 3518.

The following clauses will also apply to the temporary swing space agreement in the below stated modified, manner, and any costs associated with compliance with these provisions as well as the provisions in this Lease Amendment No 1 shall be at the sole cost of the Government.

1.10 Tenant Improvement Fee Schedule

|  | Swing Space Build Out |
|--|-----------------------|
| Architect/Engineer Fees                        | 2.5%                  |
| Lessor's Project Management Fee                | 6.0%                  |
| General Conditions and General Contractor Fees | 13.6%                 |

1.17 Hourly Overtime HVAC rate: \$200/per hour for the entire swing space.



3.17 Elevators

Freight elevator service shall only be provided to Tenant with a minimum of one business day's prior notice.

3.21 Accessibility

The parties agree that the Lessor will provide one ADA Restroom which will be available to all persons making the space ADA code compliant.

Added as attachments to this LA#1:  
 Block Plan Drawing of the demised space suite East 300,  
 Tenant Improvement Scope of Work,  
 Tenant Improvement Security System Scope of work.

INITIALS:  &   
 LESSOR & GOVT