

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-08P-LND14731
ADDRESS OF PREMISES 4207 BOULDER RIDGE RD. BISMARCK, ND 58503-0885	PDN Number: N/A

THIS AMENDMENT is made and entered into between Ridgeview LLC

whose address is: 501 E. Main Ave., Bismarck, ND 58501
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, effective 7/9/2015 as follows:

Lease Term:

To Have and To Hold the said Premises with its appurtenances for the term beginning July 9, 2015 and continuing through July 8, 2030, inclusive. The Government may terminate this lease at any time on or after July 9, 2025, by giving at least 90 days' prior written notice to the Lessor.

1.01 THE PREMISES

The Premises are described as follows:


A. Office and Related Space: 7,345 rentable square feet (RSF), yielding 6,387 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.15 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

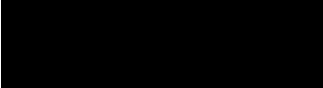
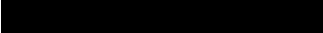
This Lease Amendment contains 3 pages.

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:

Signature: 
Name: Chuck Huber
Title: Managing Partner
Entity Name: Ridgeview LLC
Date: 3-10-16

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/10/16

WITNESSED FOR:

Signature: 
Name: A
Title: _____
Date: 5-10-18

1.03 RENT AND OTHER CONSIDERATION

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$103,858.30	\$128,390.60
TENANT IMPROVEMENTS RENT ²	\$36,057.41	\$0.00
OPERATING COSTS ³	\$31,950.75	\$31,950.75
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$10,741.90	\$0.00
PARKING ⁵	N/A	N/A
TOTAL ANNUAL RENT	\$182,608.36	\$160,341.35

¹Shell rent (Firm Term) calculation: \$14.14 per RSF multiplied by 7,345 RSF

¹Tax Base of \$13,706.00 is included in the Shell Rent, refer to paragraph 1.14.

²The Tenant Improvement Allowance of \$44.87 is amortized at a rate of 4.75% percent per annum over 10 years.

³Operating Costs rent calculation: \$4.35 per RSF multiplied by 7,345 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$85,377.00 is amortized at a rate of 4.75% percent per annum over 10 years.

⁵Parking costs described under sub-paragraph H.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUNE 2012)

A. Jones Lang LaSalle Americas, 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 Jones Lang LaSalle Americas, 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 \$15,217.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted April 2016's Rent.*

Month 2 Rental Payment \$15,217.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted May 2016's Rent.*

Month 3 Rental Payment \$15,217.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted June 2016's Rent.*

Month 4 Rental Payment \$15,217.36 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted July 2016's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT

The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 28 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 7,345 RSF by the total Building space of 26,078 RSF.

INITIALS:


LESSOR

&


GOVT

1.14 REAL ESTATE TAX BASE

The negotiated Real Estate Tax Base for the entire building, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease, is **\$48,950** for the entire building. The negotiated Real Estate Tax Base for the Government's portion of the building is 28% of \$48,950, or \$13,706.00.

1.15 OPERATING COST BASE

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$4.35** per RSF (**\$31,950.75/annum**).

INITIALS: CA & RN
LESSOR GOV'T