

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 1

DATE
10-9-08

TO LEASE NO.
GS-05B-17876

ADDRESS OF PREMISES
250 Marquette Avenue
Minneapolis, MN. 55401

THIS AGREEMENT, made and entered into this date by and between

whose address is FRM Associates LLC
250 Marquette Avenue; Suite 200
Minneapolis, MN. 55401-2183

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

WHEREAS, the parties hereto desire to amend the above Lease by expanding the square footage.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2009 as follows:

Supplemental Lease Agreement Number 1 is issued to expand the square footage of the Lease GS-05B-17876.

1. Paragraph 1 of the lease is hereby deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the government the following described premises:
26,851 BOMA useable square feet (31,952 rentable) of full third floor office space, in a thirteen story multi tenant building, along with Two (2) structured parking spaces located at 250 Marquette Avenue, in Minneapolis, MN. 55401, to be used for such purposes as determined by the General Services Administration."

This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO-GS-05B-17876, which is attached to and is part of this lease.

CONTINUED ON PAGE 2 ATTACHED AND MADE A PART HEREOF

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.

LESSOR
[Redacted Signature] VIC President
(Signature) (Title)
IN PRESENCE [Redacted Signature] [Redacted Address]
(Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION
Melissa [Redacted Signature]
BY [Redacted Signature] Contracting Officer
(Official Title)

Supplemental Lease Agreement No. 1 to Lease GS-05B-17876
250 Marquette Avenue
Minneapolis, MN. 55401

2. Paragraph 3 of the lease shall be deleted and the following is substituted therefore:

"The Government shall pay the Lessor annual rent:

<u>Rent Components per year</u>	<u>Years 1-5</u>	<u>Years 6-10</u>
Shell Rent	\$ 423,977.29	\$ 606,295.58
TI (60 months at 8%)	\$ 280,324.44	\$ 0
Operating cost base	\$ 207,826.74	\$ 207,826.74
Real Estate Taxes	\$ 73,840.25	\$ 73,840.25
TOTAL Annual Rent	\$ 985,968.72	\$ 887,962.57

Two structured parking spaces are included in the shell rent."

In Section 1.8 of the SFO, HOW TO OFFER, the Lessor agrees to provide up to \$42,900,480 per BOMA useable square foot towards the cost of the tenant improvements defined in Attachment #2. In the event the tenant improvement cost is less than the amount provided above, Lessor agrees as outlined in Section 1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT, to refund such difference in the form of a reduction of the tenant improvement portion of the rental using a 8.00% amortization annual interest rate over 60 months. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement upon acceptance and occupancy by the Government. Rent checks shall be made payable to:"

FRM Associates, LLC
250 Marquette Avenue, Suite 200
Minneapolis, MN. 55401

3. Paragraph 13 of the lease shall be deleted and the following is substituted therefore:

"The rent is subject to annual operating cost adjustments in accordance with Section 3, Paragraph 3.7 OPERATING COSTS (Sep 2000) (A through E) of SFO No. GS-05B-17876 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first years operating cost base will be \$207,826.74, which is approximately \$6.5045 per rentable square foot."

4. Paragraph 14 of the lease shall be deleted and the following is substituted therefore:

"It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3, Paragraph 3.5 TAX ADJUSTMENT (SEP 2000) (A THROUGH G) of SFO No. GS-05B-17876 within this lease, the Government will occupy 6.1132 percent of the useable square foot area of the entire building. The Lessor estimated the first year, fully assessed real estate taxes which is included in the annual rental as stated in this SF-2. The Identification number for the Real Estate Parcel occupied under this lease is to be determined and supplied to the Government.

LESSOR PK (initials and date)

GOVERNMENT MM (initials and date)