

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 5

05/15/2012

TO LEASE NO.

GS-05B-18512

ADDRESS OF PREMISES: **City Centre**
310 S. Broadway 2nd Floor
Rochester, MN 55904-5513

THIS AGREEMENT, made and entered into this date by and between **CITY CENTRE ROCHESTER LLC**

whose address is 2227 7th Street NW,
Rochester, MN 55901-0206

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

WHEREAS, the parties hereto desire to amend the above Lease to correct Paragraph 25 relating to the commission and commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

Paragraph #25 of Standard Form 2 is deleted in its entirety and replaced with the following:

25. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of [REDACTED] per rentable square foot, or [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Commission paid to the Broker is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments, in equal installments, and will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Adjusted Monthly Rent Payment
Month 1	\$15,913.88	\$9,262.22	[REDACTED]	[REDACTED]
Month 2	\$15,913.88	\$9,262.22	[REDACTED]	[REDACTED]
Months 3-84	\$15,913.88	\$9,262.22	\$0.00	\$15,913.88

All other terms and conditions remain in full force and effect.

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

LESSOR **CITY CENTRE ROCHESTER LLC**

BY

[REDACTED SIGNATURE]

CHIEF MGR

(Title)

IN PRESENCE OF

[REDACTED SIGNATURE]

(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

[REDACTED SIGNATURE]

DIANA K. GEORGE

(Contracting Officer)