

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

12/28/11

TO LEASE NO.
GS-05B-18573

ADDRESS OF PREMISES: Minneapolis-St. Paul Airport
4300 Glumack Drive
St. Paul, Minnesota 55111-3002

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

whose address is Metropolitan Airports Commission
6040 28th Avenue South
Minneapolis, Minnesota 55450-2701

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 expand the premises by a net 1,108 RSF and increase the annual rent in order to accommodate an airport project to expand restrooms in Terminal 1.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2011 as follows:

The purpose of this Supplemental Lease Agreement is to amend the above Lease as follows:

- 1) The Government relinquishes control and returns rooms E-2435, 1,981 RSF (1,722 USF) and F-2415, 1,004 RSF (873 USF), in Terminal 1, a total of 2,985 RSF (2,595 USF), to the Lessor.
- 2) In place of the above referenced rooms, the Government accepts rooms E-1191, 1,567 RSF (1,362 USF) E-1222, 1,362 RSF (1,184 USF); and E-1253, 1,164 RSF (1,012 USF); a total of 4,093 RSF (3,558 USF). The net increase in space is the difference between the 2,985 RSF (2,595 USF) relinquished and the 4,093 RSF (3,558 USF) added to the lease, or 1,108 RSF (963 USF). Please refer to Exhibit A for locations.
- 3) GSA Form 3626, US Government Lease for Real Property, Part II, Section A-Location and Description Of Premises Offered for Lease By Government, c. Rentable Sq. Ft., is deleted in its entirety and replaced with the following:

"c. 9,904 RSF (8,610 USF) in Terminal 1-Lindbergh and 1,456 RSF (1,266 USF) in Terminal 2-Humphrey— a total of 11,360 RSF (9,876 USF)."

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: METROPOLITAN AIRPORTS COMMISSION

BY

Director, CMAA

(Title)

IN PRESENCE

6040 28th Ave South Mpls. MN 55450

(Address)

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

BY

CONTRACTING OFFICER

Lease No. GS-05B-18573

SLA #3

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4) GSA Form 3626, US Government Lease for Real Property, Part II, Section C. Rental, 7. Amount of Annual Rent, is deleted in its entirety and replaced with the following:

"7. Amount of Annual Rent – through 12/31/11 - \$719,080.00 - \$59,923.33 Monthly as detailed below:

	<u>RSF</u>	<u>USF</u>	<u>Rate Per RSF</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Terminal 1	9,904	(8,610)	\$65.35	\$647,226.40	\$53,935.53
Terminal 2	<u>1,456</u>	<u>(1,266)</u>	\$49.35	<u>\$ 71,853.60</u>	<u>\$ 5,987.80</u>
Totals	11,360	(9,876)		\$719,080.00	\$59,923.33"

5) Exhibit A to lease is deleted in its entirety and replaced with the following:

"The Premises consists of a total of 11,360 RSF (9,876 USF) comprised of 14 Blocks of space as follows:

- Block 1 comprising 1,362 RSF (1,184 USF) in Terminal 1, Room E-1222;
- Block 2 comprising 1,567 RSF (1,362 USF) in Terminal 1, Room E-1191;
- Block 3 comprising 1,569 RSF (1,364 USF), former Globe space in Concourse C3, Rooms C1153G and 1137G, FM 111;
- Block 4 comprising 917 RSF (797 USF) in Terminal 1, Rooms LT-3221, 3209, 3203, FM 103;
- Block 5 comprising 1,109 RSF (964 USF) in Terminal 2, HT-2239;
- Block 6 comprising 1,064 RSF (925 USF) known as the Break Room;
- Block 7 comprising 306 RSF (266 USF) of conference room space in Terminal 1, Room LT-3207;
- Block 8 comprising 474 RSF (412 USF) of mezzanine space in Terminal 1, Room LT-3201;
- Block 9 comprising 92 RSF (80 USF) in Terminal 2, Room HT-1402.04;
- Block 10 comprising 255 RSF (222 USF) in Terminal 2, Room HT-1402.02;
- Block 11 comprising 393 RSF (342 USF) of mezzanine space in Terminal 1, Room LT-3218;
- Block 12 comprising 633 RSF (550 USF) in Terminal 1, LT-3211;
- Block 13 comprising 455 RSF (396 USF) in the Terminal 1, Locker Room; AND
- Block 14 comprising 1,164 RSF (1,012 USF) in Terminal 1, Room E-1253

The locations of the new spaces, Blocks 1, 2 and 14, are clearly noted on Exhibit A – PLANS attached to and made part of this Supplemental Lease Agreement No. 3."

6) The rental rates are subject to change each January 1st. The Lessor is to notify the Government in writing each year by providing the new rental amount. Interest shall not be charged if Lessor provides late notice of rental increase. After new rental amounts are received, the rental payment will be adjusted accordingly.

7) The Government retains its cancellation rights as provided for in the lease.

Initials: ELW & JY
Lessor Gov't