

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE</b>  <b>LEASE AMENDMENT</b>	Lease Amendment No. 1
	To Lease No. GS-05P-LMN18753
ADDRESS OF PREMISES 1120 EAST 80 <sup>TH</sup> STREET, SUITE 110, BLOOMINGTON, MN 55420-1498	PDN NUMBER:

**THIS AMENDMENT** is made and entered into between: ELDER JONES ASSOCIATES

whose address is: **1120 EAST 80<sup>TH</sup> STREET, SUITE 102  
BLOOMINGTON, MINNESOTA 55420-1498**

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 variable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government execution:

Lease Amendment number 1 is issued to establish the Broker Commission and Commission Credit for this lease.

Therefore, paragraph 1.04 of the Lease is deleted in its entirety and replaced with the following:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. **CBRE, 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 **CBRE, 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 **\$1,826.83** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration." Rates may be rounded.

This Lease Amendment contains (1) page.

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: [REDACTED]  
 Name: [REDACTED]  
 Title: [REDACTED]  
 Entity Name: Elder Jones Associates  
 Date: 01/15/2014

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
 Name: Christopher Bontiglio  
 Title: LEASE CONTRACTING OFFICER  
 Entity Name: GSA, PUBLIC BUILDINGS SERVICE  
 Date: 01/16/2014

**WITNESSED FOR** [REDACTED]

Signature: [REDACTED]  
 Name: Thomas C. Brown  
 Title: N/A  
 Date: 01/15/2014