

LEASE NO. GS-05P-LMN19225

Succeeding/Superseding Lease
GSA FORM L202 (May 2015)

This Lease is made and entered into between

RT Norman Pointe II, LLC

(Lessor), whose principal place of business is 5600 West American Boulevard, Bloomington, MN 55437-1274 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

5600 West American Boulevard, Bloomington, MN 55437-1273

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on the day after the Government's full execution of the Lease, provided that GSA lease number LMN18406 will terminate in full on the day prior to the effective date of this Lease, and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: Peter M. Tubesing

Title: Managing Director

Date: 4/28/16

FOR THE GOVERNMENT:

Emily Kelly

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 5/2/16

WITNESSED FOR THE LESSOR BY:

Name: Banica DeFrank

Title: Communications Specialist

Date: 04/28/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR: RI GOVERNMENT: OK

GSA FORM L202 (05/15)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. Office and Related Space: **142,066** rentable square feet (RSF), yielding **124,619** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on floors 1, 2, 5, 6, 7, 9, and 10 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as **1.140002728**. This factor, which represents the conversion from ABOA to rentable square feet shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas provided, however the Government shall not have the right to post such Rules and Regulations in the first floor lobby or exterior common areas of the Property. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: **18** total structured/indoor parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which **15** are secured parking spaces, and of which **3** are on the first garage level in order to accommodate 1 trailer and 2 oversized trucks. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENT AND OTHER CONSIDERATIONS (APR 2015)

- 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	\$2,817,008.00	\$2,817,008.00
OPERATING COSTS ²	\$ 938,322.00	\$ 938,322.00
TOTAL ANNUAL RENT ³	\$3,755,330.00	\$3,755,330.00

¹ Shell rent calculation:

(Firm Term) \$19.828868272 per RSF multiplied by 142,066 RSF

(Non Firm Term) \$19.828868272 per RSF multiplied by 142,066 RSF

² Operating Costs rent calculation: \$6.604831557 per RSF multiplied by 142,066 RSF

³ Lessor shall provide eight (8) months of Free Shell Rent at the beginning of the Firm Term

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- C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

- D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

- E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

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

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1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **ninety (90)** calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$2,202,023.00, PLUS THE THEN CURRENT REAL ESTATE TAXES	\$15.50, PLUS THE THEN CURRENT REAL ESTATE TAXES
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **365** days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	7	A
PARKING PLAN(S)	2	B
SECURITY REQUIREMENTS	6	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518- REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	12	E

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)~~

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1.09 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~

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1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~

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1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **44.04%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **142,066** RSF by the total Building space of **322,551** RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$1,690,340.78**, which is the most recent Full Assessment for the entire Property. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be approximately **\$6.604831557** per RSF (**\$938,322.00/annum**).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$1.00 per ABOA SF of Space for a full floor and \$0.50 per ABOA SF of Space for a partial floor** vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$2.00** per hour per zone
- Number of zones: **176**
- **\$352.00** per hour for the entire Space.

1.16 24- HOUR HVAC REQUIREMENT (SEP 2014) [FOR THE AREA REQUIRING SEPARATE MONTHLY INVOICING]

- A. This Section 1.16 pertains only to (i) the IT/LAN room occupied by the Fish and Wildlife Service on the 9th floor ("Suite 936") and (ii) any other IT/LAN suite created in the Premises after the effective date hereof that (A) is greater than 500 ABOA SF and (B) is provided cooling by Lessor in excess of standard office cooling pursuant to the Government's request (the "Additional Cooled Suites"). Please see information regarding other IT/LAN rooms in Section 6.05.
- B. **510** ABOA SF of the Space [the IT/LAN room on the 9th floor occupied by the Fish and Wildlife Service] shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as **63,534 BTU/hr**. The temperature of this room shall be maintained at **68 to 72 degrees F**, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- C. The 24 hour cooling service shall be provided by the Lessor at an annual rate of **\$35.4607843** per ABOA SF (**\$18,085.00 per year**) of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. This figure shall be adjusted annually based upon the Consumer Price Index. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.
- D. Upon the Government's request, Lessor shall provide additional cooling (e.g. 24 hour cooling) to the Additional Cooled Suites. Government shall reimburse Lessor for the actual cost of such additional cooling on a monthly basis pursuant to Section 1.16 E below.
- E. The Lessor shall submit monthly invoices, in arrears, for this cost to the LCO or the LCO's designated representative at the address below:

Vincent Rost [LCO's designated representative]
1 Federal Drive
Suite 1201
Fort Snelling, MN 55111

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1.17 BUILDING IMPROVEMENTS (SEP 2012)

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