

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-08P-LND14769
ADDRESS OF PREMISES 4503 N COLEMAN ST; BISMARCK, ND 58503	PDN Number:

THIS AMENDMENT is made and entered into between **Capital Building 2 Bismarck, LLC**

whose address is: 1555 43rd St S, Fargo, ND 58103-3314
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 valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 1/1/2014 as follows:

Lease Term:

To Have and To Hold the said Premises with its appurtenances for the term beginning January 1, 2014 and continuing through December 31, 2023, inclusive. The Government may terminate this lease at any time on or after January 1, 2019, by giving at least 60 days' prior written notice to the Lessor.

1.01 THE PREMISES

The Premises are described as follows:


A. Office and Related Space: 3,719 rentable square feet (RSF), yielding 3,227 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor 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 15.25 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

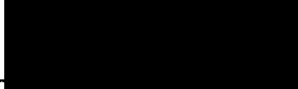
This Lease Amendment contains 2 pages.

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.

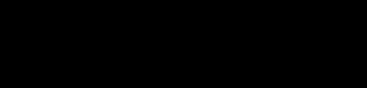
FOR THE LESSOR:

Signature: 
Name: *Mike Anderson*
Title: *Chief President*
Entity Name: *Capital Building 2 Bismarck LLC*
Date: *2-7-14*

FOR THE GOVERNMENT:

Signature: 
Name: *Randi Heller*
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: *2/11/14*

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: *Director of Communications*
Title: *Director of Communications*
Date: *2-7-14*

1.03 RENT AND OTHER CONSIDERATION

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	\$60,247.80	\$64,524.65
TENANT IMPROVEMENTS RENT ²	\$27,825.28	\$0.00
OPERATING COSTS ³	\$8,999.98	\$8,999.98
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$2,744.15	\$0.00
PARKING ⁵	N/A	N/A
TOTAL ANNUAL RENT	\$98,817.19	\$73,524.63

¹Shell rent (Firm Term) calculation: \$16.20 per RSF multiplied by 3,719 RSF

²The Tenant Improvement Allowance of \$120,663.98 is amortized at a rate of 5.75% percent per annum over 5 years.

³Operating Costs rent calculation: \$2.42 per RSF multiplied by 3,719 RSF

⁴Building Specific Amortized Capital (BSAC) of \$11,900 is amortized at a rate of 5.75% percent per annum over 5 years

⁵Parking costs described under sub-paragraph G below

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT

The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 12.6 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 3719 RSF by the total Building space of 29,835 RSF.

1.14 REAL ESTATE TAX BASE

The negotiated Real Estate Tax Base for the entire building, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease, is \$81,200. The negotiated Real Estate Tax Base for the Government's portion of the building is 12.5% of \$81,200, or \$10,150.

1.15 OPERATING COST BASE

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$2.42 per RSF (\$8,999.98/annum).

INITIALS: KA & RA
LESSOR GOVT