

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>		<b>LEASE AMENDMENT No. 5</b>
<b>LEASE AMENDMENT</b>		<b>TO LEASE NO. GS-05P-LMN19126</b>
<b>ADDRESS OF PREMISES</b>	First National Bank Building 332 Minnesota Street Saint Paul, MN 55101-1314	<b>PDN Number:</b>

**THIS AMENDMENT** is made and entered into between First Bank Building, LLC

whose address is: 332 Minnesota Street  
Saint Paul, MN 55101-1314

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

**WHEREAS**, the parties hereto desire to amend the above Lease issued to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs.

**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 May 6, 2016, as follows:

1. The Lease, as amended includes the Swing Space further described as follows:

A. Swing Space (Suite E300) consisting of 12,927 usable square feet (12,927 rentable square feet), and 15 non-reserved parking spaces during the Government's occupancy of the swing space. From September 23, 2015 through September 22, 2016 the Government shall pay to Lessor a flat fixed full service rate of \$34,741.67 per month (\$416,900.04 annually) for the swing space. The lease agreement for the swing space shall terminate when the Government has fully vacated the swing space. The Government agrees to restore the swing space and remove the cabling/wiring and security systems required by the Government as well as remove two walls as shown in Lease Amendment #1. The actual date of termination for the swing space will be established in a future lease amendment.

and the Premises further described as follows:

B. Premises (Suites N650 and N655) consisting of 21,206 usable square feet (24,387 rentable square feet), and use of the same 15 non-reserved parking spaces during the Government's occupancy of the Premises.

This Lease Amendment contains 2 pages, plus Exhibit A 14 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: FIRST BANK BUILDING LLC  
 Name: \_\_\_\_\_  
 Title: VP  
 Entity Name: \_\_\_\_\_  
 Date: 6-20-16

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 6-14-16

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: VP  
 Date: 6-14-16

- The Lease Term for the Premises is established as May 6, 2016 and continuing for a period of 10 years, expiring May 5, 2026, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.
- The Government shall pay the Lessor annual rent for the Premises, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (5/6/16 – 5/5/21)	NON FIRM TERM (5/6/21 – 5/5/26)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$352,708.71	\$352,708.70
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$206,163.03	\$0.00
OPERATING COSTS <sup>3</sup>	\$169,143.00	\$169,143.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$4,080.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$732,094.74</b>	<b>\$521,851.70</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$14.46 per RSF multiplied by 24,387 RSF

(Non Firm Term) \$14.46 per RSF multiplied by 24,387 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,030,815.15 is amortized at a rate of 0 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$6.935785459 per RSF multiplied by 24,387 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$20,400.00 are amortized at a rate of 0 percent per annum over 5 years

- The Government may terminate this Lease for the Premises, in whole or in part, at any time effective after the Firm Term of this Lease, May 5, 2021, by providing not less than 90 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.
- This Lease Amendment is your Notice to Proceed ("NTP") with Change Order #8, attached as Exhibit A (14 pages) for additional security and miscellaneous equipment. The total cost of Change Order 8 is [REDACTED] but only a portion in the amount [REDACTED] has been included in the amortized tenant improvement costs herein. The remaining [REDACTED], or another amount agreed to over the tenant improvement allowance in the rent, shall be addressed in a future lease amendment.
- The Government and Lessor agree that the final Tenant Improvement costs for the Premises, including all approved change orders (1 through 7, and partial 8), is \$1,030,815.15 (allowance). The Tenant improvement costs of \$1,030,815.15 are amortized into the rent for five (5) years at the rate of 0.0% as described in the Lease.
- Savills Studley, 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 Savills Studley, 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.


Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing for the permanent space defined in 1B above, 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 \$61,007.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.  
 Month 2 Rental Payment \$61,007.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.  
 Month 3 Rental Payment \$61,007.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

INITIALS:

  
LESSOR

&

  
GOVT