

## FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE (this "Amendment") is made as of the 1<sup>st</sup> day of MAY, 2015, by and between AETNA LIFE INSURANCE COMPANY, a Connecticut corporation having an address of 151 Farmington Avenue, Hartford, Connecticut 06156 ("Sublessor") and DEPARTMENT OF HEALTH ON BEHALF OF THE STATE OF NORTH DAKOTA, having an address of 600 E. Boulevard Avenue, Dept. 301, Bismarck, ND 58505-0200 ("Sublessee").

### WITNESSETH:

**WHEREAS**, Sublessor leases the entire one-story building, consisting of approximately 42,000 rentable square feet ("RSF"), as well as the associated parking facilities, located at 1720 Sykes Street, Bismarck, North Dakota (the "Building" or the "Premises") pursuant to that certain Lease dated as of June 17, 2002, as amended by that certain Addendum last signed July 12, 2002, and that certain undated Amendment to Lease (as amended, the "Lease"), made by and between Bismarck Industries, Inc., as landlord (the "Landlord"), and Sublessor, as successor-in-interest to Coventry Management Services, Inc., as tenant; and

**WHEREAS**, Sublessor and Sublessee are parties to that certain Sublease dated as of February 26, 2015, as amended by a Commencement Date Agreement dated as of March 12, 2015 (collectively, the "Sublease") with respect to the sublease of a portion of the Premises consisting of approximately 19,550 RSF and known as Suite 102 (the "Original Sublet Premises"); and

**WHEREAS**, Sublessor and Sublessee desire to amend the Sublease to expand the Original Sublet Premises to include 290 RSF on the first (1<sup>st</sup>) floor of the Building (the "Expansion Sublet Premises"), shown as the bubbled area on the attached Exhibit A, upon the terms and conditions contained herein. Terms not otherwise defined herein have the meanings ascribed to them in the Sublease.

**NOW, THEREFORE**, the parties hereto, for themselves and their respective successors and assigns, in consideration of the premises and the covenants hereinafter contained and the sum of TEN DOLLARS (\$10.00) to each party paid by the other, the receipt and sufficiency of which is hereby acknowledged, do covenant and agree as follows:

1. **Expansion of Sublet Premises.** Effective on May 1, 2015 (the "Expansion Date"), the Sublease shall be amended by adding the Expansion Sublet Premises to the Original Sublet Premises, subject to the terms, covenants, and conditions of the Sublease, as amended hereby. From and after the Expansion Date and continuing for the remainder of the Sublease Term, the term "Sublet Premises" shall mean, collectively, the Original Sublet Premises and the Expansion Sublet Premises, and shall consist of approximately 19,840 RSF in the aggregate (shown on Exhibit A hereof as the cross-hatched areas). As of the Expansion Date, Exhibit A annexed hereto shall replace Exhibit A attached to the Sublease.

2. **Rent.** From and after the Expansion Date, Base Rent for the Sublet Premises shall be as set forth in the schedule below, which schedule shall replace the Base Rent schedule in Section 2(a) of the Sublease:

Period	Annual Base Rent	Monthly Base Rent	Base Rent per RSF per Annum
Expansion Date - 2/28/2017	\$218,240.04	\$18,186.67	\$11.00
3/1/2017 - 2/28/2019	\$226,969.56	\$18,914.13	\$11.44
3/1/2019 - end of Term	\$236,096.04	\$19,674.67	\$11.90

3. **Furniture.** This Amendment confirms that Sublessor has agreed to convey, and Sublessee

has agreed to accept title to, all of the furniture (the "**Furniture**") located in the Original Sublet Premises and the Expansion Sublet Premises and listed on **Exhibit B** annexed hereto and made a part hereof (the "**Furniture Inventory List**"), as of the Expansion Date, for \$1.00. Upon Sublessor's receipt of a fully executed copy of this Amendment, Sublessor will forward to Sublessee a signed copy of the Quitclaim Bill of Sale attached as Exhibit C to the Sublease, with the Furniture Inventory List attached to the Quitclaim Bill of Sale as Schedule 1 thereto.

EXCEPT AS OTHERWISE SET FORTH IN THE QUITCLAIM BILL OF SALE, SUBLESSOR MAKES NO GUARANTEES, REPRESENTATIONS, WARRANTIES OR PROMISES WITH RESPECT TO THE CONDITION OF THE FURNITURE AND SUBLESSEE SHALL ACCEPT SUCH FURNITURE "AS IS" AND WITH ALL FAULTS AND DEFECTS INCLUDING, WITHOUT LIMITATION, THAT SUBLESSOR SHALL BE UNDER NO OBLIGATION TO PROVIDE MISSING PARTS OR OTHER COMPONENTS OF SUCH FURNITURE. SUBLESSEE AGREES THAT SUBLESSOR SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE FURNITURE AND SHALL NOT BE BOUND IN ANY MANNER WHATSOEVER BY ANY GUARANTEES, REPRESENTATIONS, WARRANTIES OR PROMISES PERTAINING TO THE FURNITURE CLAIMED TO HAVE BEEN MADE OR FURNISHED BY SUBLESSOR OR ANY OTHER PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION ANY PARTNER, MEMBER, MANAGER, SHAREHOLDER, EMPLOYEE, AGENT, BROKER, ATTORNEY OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SUBLESSOR, WHETHER VERBALLY OR IN WRITING. SUBLESSEE ACKNOWLEDGES THAT NEITHER SUBLESSOR NOR ANY OF THE EMPLOYEES, AGENTS, REPRESENTATIVES, BROKERS OR ATTORNEYS OF SUBLESSOR HAS MADE ANY VERBAL OR WRITTEN GUARANTEES, REPRESENTATIONS, WARRANTIES OR PROMISES WHATSOEVER TO SUBLESSEE, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FURNITURE.

Sublessee hereby waives and releases Sublessor from any and all claims, rights, or causes of action for damage, injury, death or claims, rights or causes of action of any other nature relating to or arising from the Furniture. Further, Sublessee agrees to assume sole responsibility and liability for, and to indemnify and hold Sublessor harmless from and against, any and all claims, costs, liabilities, damages, injuries, death or expenses in any way associated with or occasioned by the use of the Furniture.

Further, Sublessee agrees that its obligation under Section 22 of the Sublease to remove its personal property from the Sublet Premises at the end of the Term of the Sublease shall include removal of the Furniture listed in the Furniture Inventory List.

This Amendment, and the contemplated conveyance of title to the Furniture, satisfies Sublessor's obligations under Section 23 of the Sublease, which Section 23 shall be of no further force or effect.

4. **Broker.** Sublessor and Sublessee each represent that they have not dealt with any broker or other party who may be entitled to a commission in connection with this Amendment except Jones Lang LaSalle Americas, Inc. ("**Broker**"). Both Sublessor and Sublessee shall indemnify and hold the other harmless from and against any and all liabilities and claims for commissions and fees arising out of a breach by it of the foregoing representations. Sublessor agrees that it shall pay any fees (if any) payable to Broker in connection with this Amendment pursuant to a separate commission agreement.

5. **Ratification; Conflict.** As amended by this Amendment, the Sublease shall remain in full force and effect and is ratified and confirmed by Sublessor and Sublessee. If any conflict exists between the terms or provisions of the Sublease and the terms or provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

6. **Entire Agreement.** This Amendment, together with the Sublease, contains the entire agreement between the parties concerning the Sublet Premises, as amended hereby, and shall supersede any other agreements between the parties concerning this matter, whether oral or written. This

Amendment shall not be modified, cancelled or amended except by written agreement, signed by both parties.

7. **Counterparts.** This Amendment may be executed in several counterparts, all of which shall constitute one and the same instrument. For the purposes of execution of this Amendment, a facsimile copy of a signed counterpart shall be deemed an original.

8. **Binding Effect.** This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of State or Commonwealth within which the Sublet Premises is located, except for the portion of such laws having to do with conflicts of laws.

[Remainder of page intentionally left blank. Signature page to follow]

IN WITNESS WHEREOF, the parties have hereto executed this Amendment on the date first above written.

Witnesses:

  
ANTHONY A. JANAKAS

  
LUIZA BUCKLER

SUBLESSOR:


AETNA LIFE INSURANCE COMPANY

By:  jkf   
Name: WADE P. GODIN  
Its: Authorized Signatory

SUBLESSEE:

DEPARTMENT OF HEALTH ON BEHALF OF  
THE STATE OF NORTH DAKOTA

\_\_\_\_\_  
\_\_\_\_\_

By:   
Name: Arvy Smith  
Its: Deputy State Health Officer

FORM APPROVED BY ATTORNEY GENERAL:

BY:  DATE: 5/7/15

APPROVED BY FACILITY MANAGEMENT:

BY:  DATE: 5/8/2015

Exhibit A

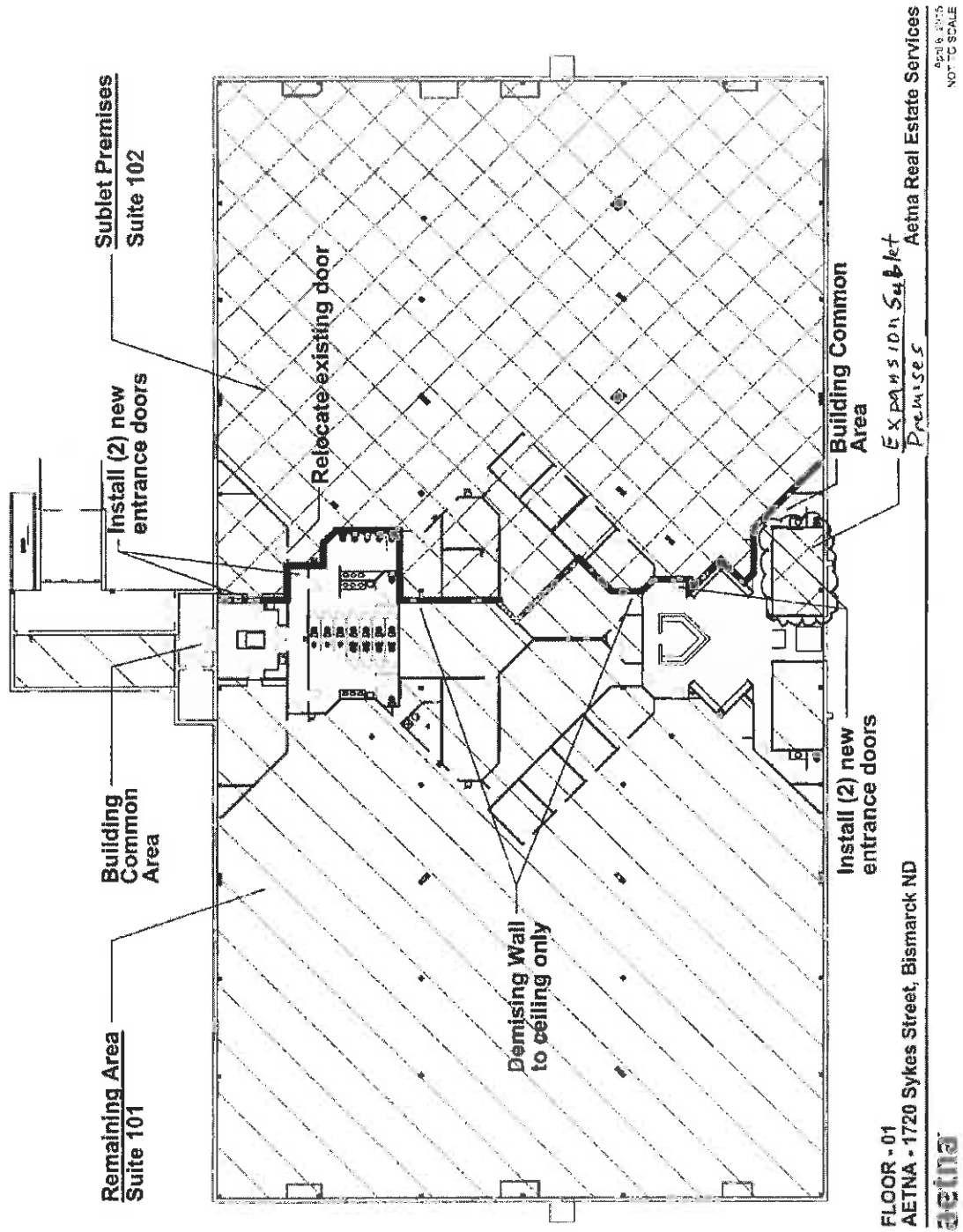


Exhibit A

## Exhibit B





### Inventory




Customer: Astina




Address: 1720 Sykes Street Bismarck ND North Side Suite 102 - Sublet Premises

Date: 3/7/16

Manufacturer	Version	Model	Description	Finish	Condition	Qty	Area	Room #	Picture #
Age	Number								
Trendway	UK	UK	Desk-RH	Light Oak	G	1	Office	107	
Trendway	UK	UK	Return LH	Light Oak	G	1	Office	107	
Trendway	UK	UK	2 Drawer Lateral File	Charcoal Grey	G	1	Office	107	
Trendway	UK	UK	Bookcase 1 Shelf	Charcoal Grey	G	1	Office	107	
Trendway	UK	UK	Chair Desk	Purple	G	1	Office	107	
Trendway	UK	UK	Marker board	White	G	1	Office	107	
Trendway	UK	UK	Desk-RH	Light Oak	G	1	Office	108	
Trendway	UK	UK	Return LH	Light Oak	G	1	Office	108	
Trendway	UK	UK	Bookcase 1 Shelf	Charcoal Grey	G	1	Office	108	
Steelcase	UK	Criterion	Chair Desk	Pink	G	1	Office	108	
Steelcase	UK	9000	Desk	Tan V1	G	1	Office	109	
Trendway	UK	UK	Bookcase 1 Shelf	Charcoal Grey	G	1	Office	109	

Steelcase	UK	Criterion	Chair Desk	Light Purple	G	1	Office	109	
Trendway	UK	UK	Desk-RH	Light Oak	G	1	Office	117D	
Trendway	UK	UK	Credenza LH	Light Oak	G	1	Office	117D	
Trendway	UK	UK	Bridge	Light Oak	G	1	Office	117D	
Trendway	UK	UK	Desk-RH	Light Oak	G	1	Office	117D	
Trendway	UK	UK	Credenza LH	Light Oak	G	1	Office	117D	
Trendway	UK	UK	Bridge	Light Oak	G	1	Office	117D	
UK	UK	UK	Mail Sorter	Grey	G	1	Office	117D	
UK	UK	UK	Table	Light Oak	G	1	Office	117D	
Many Missing Counting Mail, Conf. and Break Rooms									
Global	UK	UK	Desk	Cherry	G	1	Conf. Room	110	
Trendway	UK	UK	Bookcase 1 Shelf	Charcoal Grey	G	1	Conf. Room	110	
Steelcase	UK	Criterion	Chair Desk	Light Purple	G	1	Conf. Room	110	
Trendway	UK	UK	Chair Guest	Pink	G	1	Conf. Room	110	
Custom Made	UK	UK	Desk Computer	White	G	1	Training Room	111	
Custom Made	UK	UK	Desk Computer	White	G	1	Training Room	111	
Trendway	UK	UK	Table Round	Beige	G	1	Training Room	111	






Trendway	UK	UK	Chair Desk	Green	G	1	Training Room	111	
UK	UK	UK	Bookcase 4 Shelf	Oak	G	1	Mail Room	118	
UK	UK	UK	Table	Grey	G	1	Mail Room	118	
UK	UK	UK	Table	Grey	G	1	Mail Room	118	
UK	UK	UK	Mail Sorter	Grey	G	1	Mail Room	118	
UK	UK	UK	Table	Oak	G	1	Mail Room	118	
UK	UK	UK	Mail Sorter	Grey	G	1	Mail Room	118	
UK	UK	UK	Table	Grey	G	1	Mail Room	118	
UK	UK	UK	Desk	Oak	G	2	Mail Room	118	
Trendway	UK	UK	Table	Grey	G	7	Break Room	126	
Trendway	UK	UK	Table Folding	Oaken	G	1	Break Room	126	
Chromcraft	UK	UK	Chair Stack	Purple	G	28	Break Room	126	
UK	UK	UK	Chair High Wood	Beige	G	4	Break Room	126	
Knoll by Open Office (UK Workstations)									
Knoll	UK	Dividend	Panels P	Beige	G	76	Open Floor	Floor	

Knoll	UK	Dividend	Panels NP	Beige	G	75	Open Floor	Floor	
Knoll	UK	Dividend	Panels P	Beige	G	32	Open Floor	Floor	
Knoll	UK	Dividend	Panels NP	Beige	G	78	Open Floor	Floor	
Knoll	UK	Dividend	Panels Glass P	Beige	G	6	Open Floor	Floor	
Knoll	UK	Dividend	Panels Glass NP	Beige	G	4	Open Floor	Floor	
Knoll	UK	Dividend	Panels P	Beige	G	81	Open Floor	Floor	
Knoll	UK	Dividend	Panels NP	Beige	G	82	Open Floor	Floor	
Knoll	UK	Dividend	Panels P	Beige	G	81	Open Floor	Floor	
Knoll	UK	Dividend	Panels P	Beige	G	136	Open Floor	Floor	
Knoll	UK	Dividend	Corner Surface	Beige	G	193	Open Floor	Floor	
Knoll	UK	Dividend	Surface	Beige	G	374	Open Floor	Floor	
Knoll	UK	Dividend	Surface	Beige	G	6	Open Floor	Floor	
Knoll	UK	Dividend	Peninsula Top	Beige	G	6	Open Floor	Floor	
Knoll	UK	Dividend	Sharc Cantilever	Charcoal Grey	G	387	Open Floor	Floor	
Knoll	UK	Dividend	Cantilever RH	Charcoal Grey	G	88	Open Floor	Floor	
Knoll	UK	Dividend	Cantilever LH	Charcoal Grey	G	91	Open Floor	Floor	

Knoll	UK	Dividend	Box Box File	Charcoal Grey	G	199	Open Floor	Floor	
Knoll	UK	Dividend	Cantilever LH	Charcoal Grey	G	8	Open Floor	Floor	
Knoll	UK	Dividend	Corner Bracket	Charcoal Grey	G	193	Open Floor	Floor	
Knoll	UK	Dividend	Wardrobe Cabinet	Charcoal Grey	G	12	Open Floor	Floor	
Knoll	UK	Dividend	Wardrobe Cabinet	Charcoal Grey	G	6	Open Floor	Floor	
Knoll	UK	Dividend	Binder Bin	Charcoal Grey	G	18	Open Floor	Floor	
Haworth	UK	UK	File Lateral 5 Drawer	Grey	G	22	Open Floor	Floor	
Hon	UK	UK	File Lateral 5 Drawer	Grey	G	4	Open Floor	Floor	
Hon	UK	UK	File Lateral 5 Drawer	Charcoal Grey	G	6	Open Floor	Floor	
Steelcase	UK	9600	File Lateral 5 Drawer	Grey	G	7	Open Floor	Floor	
UK	UK	UK	Table	Green	G	2	Open Floor	Floor	
UK	UK	UK	Table	Green	G	2	Open Floor	Floor	
UK	UK	UK	Table Round	Beige	G	9	Open Floor	Floor	
UK	UK	UK	Table	Grey	G	2	Open Floor	Floor	
UK	UK	UK	Table	Grey	G	1	Open Floor	Floor	
UK	UK	UK	Storage Cabinet	Grey	G	2	Open Floor	Floor	

Steelcase	UK	9600	Unit Assemble	Grey VI	G	1	Open Floor	Floor	
Knoll	UK	Dividend	BPI	Black	G	28	Open Floor	Floor	
Knoll	UK	Dividend	Transaction Top	Grey	G	1	Open Floor	Floor	
Trendway	UK	UK	Chair Desk	Purple	G	84	Open Floor	Floor	
Trendway	UK	UK	Chair Desk Warm	Gold	G	1	Open Floor	Floor	
Trendway	UK	UK	Chair Desk	Gold	G	2	Open Floor	Floor	
Trendway	UK	UK	Chair Desk	Grey	G	21	Open Floor	Floor	
Trendway	UK	UK	Chair Desk	Red	G	2	Open Floor	Floor	
Trendway	UK	UK	Chair Desk	Green	G	5	Open Floor	Floor	
Trendway	UK	UK	Chair Guest	Gold	G	4	Open Floor	Floor	
Trendway	UK	UK	Chair Guest	Purple	G	2	Open Floor	Floor	
Trendway	UK	UK	Chair Guest	Grey	G	2	Open Floor	Floor	
Trendway	UK	UK	Chair Stack	Pink	G	12	Open Floor	Floor	
Steelcase	UK	Criterion	Chair Desk Warm	Pink	G	72	Open Floor	Floor	
Steelcase	UK	Criterion	Chair Desk	Pink	G	5	Open Floor	Floor	



Steelcase	UK	Criterion	Chair Desk	Light Purple	G	36	Open Floor	Floor	
Steelcase	UK	Criterion	Chair Desk	Purple	G	1	Open Floor	Floor	
Steelcase	UK	Criterion	Chair Desk	Blue	G	2	Open Floor	Floor	
Steelcase	UK	Sensor	Chair Desk	Blue	G	1	Open Floor	Floor	
Steelcase	UK	Sensor	Chair Desk	Purple	G	1	Open Floor	Floor	
UK	UK	UK	Desk Guest w. wheels & wood	Grey	G	3	Open Floor	Floor	
HxG	UK	UK	Chair Desk	Grey	G	3	Open Floor	Floor	
UK	UK	UK	Chair Guest	Purple	G	1	Open Floor	Floor	
UK	UK	UK	Chair Guest	Black	G	1	Open Floor	Floor	
UK	UK	UK	Chair Guest	Black	G	1	Open Floor	Floor	
UK	UK	UK	Coat Rack	Black	G	5	Open Floor	Floor	

UK	UK	UK	Table	Green	G	1	Meeting Room	104
UK	UK	UK	Table	Grey	G	1	Meeting Room	104
Trendway	UK	UK	Table Round	Oak	G	1	Meeting Room	104