### GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT

Lease Amendment NO. 3 3/18/13

TO LEASE NO.

GS-05B-17876

ADDRESS OF PREMISES

EXPANSION OF EXISTING LEASE

Marquette Plaza

250 Marquette Avenue; entire 3rd floor, and Suite 510; 5th floor

Minneapolis., MN 55401-2183

THIS AGREEMENT, made and entered into this date by and between

FRM Associates, LLC

250 Marquette Avenue

Suite 200

whose address is: Minneapolis, MN, 55401-2183

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

WHEREAS, the parties hereto desire to amend the above Lease.

Use of the GSA form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" of "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment"

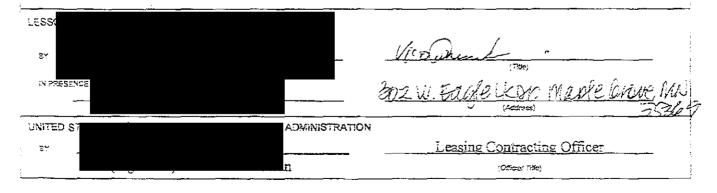
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective March 18, 2013, as follows:

Lease Amendment (LA) No. 3 is issued to add "Block B" consisting of 1,200 USF (1,428 RSF) in Suite 510 to the Lease. The term of "Block B" will be 7 Years (5 Years firm), upon acceptane of the "Block B" space. The Government has the right to terminate Block B space in whole or in part after March 17, 2018 upon 90 days (90) days notice.

The total space shall be the original space as amended ("Block A") and the additional space ("Block B") for Suite 510 As amended.

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 above date.



Paragraph 3 of the Standard Form 2, 10, 12, 14, shall be replaced in its entirety and Paragraph 24 is added to the lease as follows:

# "Block B" Months 1-24 (3/18/2013-3/17/2015) Amortization of Tenant improvement (TI) Cost ceases on 3/17/2015

Add new block B Video Hearing Center (Suite 510) phase 1. This 1,200 usf / 1,428 rsf block of space is added to the lease for 5 years firm effective 03/18/2013 (upon acceptance by the Government). The TI cost to build out the VHC expansion will be paid via a lump sum payment (in excess of the Ti allowance to be provided by Lessor of \$60,576.55). The TI allowance will be paid back in 24 equal installments of \$2,739.65. Any security system upgrades will be addressed in a subsequent Lease Amendment. (see paragraph 24). Note All Operating Costs are subject to annual CPI adjustments pursuant to the lease. Effective 3/18/2013 the monthly rent for block "B" shall be \$5,503.15 per month including base rent of \$ 1,633.87 per month, and \$284.41 per month real estate tax) and \$845.23 per month operating costs

| 03/18/2013-<br>3/17/2015 | Space    | Annuai Amount | Moathly            | Rate / RSF | Rate / USF |
|--------------------------|----------|---------------|--------------------|------------|------------|
| RSF                      | .428.00  |               |                    |            |            |
| usf                      | 1.200.00 |               | į                  |            |            |
| Sheii                    |          | \$19,606.44   | \$1,633.87         | \$13.73    | \$16.34    |
| Re Tax                   |          | \$3.412.92    | \$284.41           | \$2.39     | \$2.84     |
| Parking                  |          | \$0           |                    |            |            |
| Sperating                |          |               |                    | :          |            |
| Cost                     |          | \$10,142.78   | \$845.23           | \$7.10 j   | \$8.45     |
| <u> </u>                 |          | \$32,875,74   | <b>\$2</b> .739.65 | \$23.02    | \$27.40    |
| TOTAL                    |          | \$66,037.88   | \$5.503.16         | \$46,245   | \$55.03    |

## Page 3 of 4 Addendum to Lease Amendment No. 3, GS-05B-17876

## Months 25-60 (3/18/2015-3/17/2020) ("BLOCK B")

## Shell Rent Increase

Pursuant to the original lease, there will be a base rent rate increase of on the five year anniversary of the original term and continuing On block 5 through 3/18/2020. Note that VHC space extends "soft" two years beyond 3/17/2018.

| 3/18/2015- \<br>3/18/2018 | Space    | Annual Amount | Monthly     | Rate / RSF | Rate / USF |
|---------------------------|----------|---------------|-------------|------------|------------|
| RSV                       | 1.428.00 |               |             | <u> </u>   |            |
| USF                       | 1.200.00 |               |             |            |            |
| Shell                     |          | \$26,575.00   | \$2.214.58  | \$18.61    | \$22.15    |
| Re l'ax                   |          | \$3.412.92    | \$284.41    | \$2.39     | \$2.84     |
| Patking                   |          | \$0 ;         | <b>\$</b> 0 | <b>S</b> 0 | \$0        |
| Operating                 |          | 1             |             |            |            |
| Cost                      |          | \$10.142.78   | \$845.23    | \$7.10     | \$8.45     |
|                           |          | \$0           | <b>\$</b> 0 | \$0        | \$0        |
| TOTAL                     |          | \$40,130.70   | \$3,344.22  | \$28.10    | \$33,44    |

## Combination of existing plus VHC expansion Lease Months 1-24 (3/18/2013-3/17/2015)

The Tenant improvements are paid in full and total rent decreases by \$5,934.11 monthly payment.

| 03/17/2013-<br>3/18/15 | Space     | Annual Amount  | Montbly     | Rate / RSF | Rate / USF |
|------------------------|-----------|----------------|-------------|------------|------------|
| RSF                    | 33,380.00 |                |             |            |            |
| USF                    | 28.051.00 |                | 1           |            |            |
| Shell.                 |           | \$458,307.40   | \$38,192.28 | \$13.73    | \$16.34    |
| Re Tex                 |           | \$79,778.20    | \$6,648.18  | 2.39       | \$2.84     |
| Parking                |           | \$0            | \$0         | \$0        | \$0        |
| Otombing<br>Cost       |           | \$237,091.11   | \$19,757.59 | \$7.10     | \$8.45     |
|                        |           | \$306.912.32   | \$25,576.03 | \$9.19     | \$10.94    |
| TOTAL                  |           | \$1,082,089.03 | \$90,174.08 | \$32.42    | \$38.57    |

#### Combination Months 25-60 (3/18/2015-3/17/2018)

| 5 .7<br>5/31/23   | Space     | Annual Amount | Monthly            | Rate / RSF | Rate / USF |
|-------------------|-----------|---------------|--------------------|------------|------------|
| RS1               | 33,380.0G |               |                    |            |            |
| <u>789</u>        | 28.051.00 |               |                    |            |            |
| Shei!             |           | \$653.792.76  | \$54,482.73        | \$19.59    | \$23.31    |
| Ro Tax            |           | \$79.778.20   | \$6,648.18         | 2.39       | \$2.84     |
| Parking           |           | \$0           | \$0                | \$0        | \$0        |
| Operating<br>Cost | !         | \$237,091.11  | <b>\$19.757.59</b> | \$7.10     | \$8.45     |
| T:                | ļ         | \$0           | \$0                | \$0        | \$0        |
| TOTAL             |           | \$970.662.07  | \$80,888.50        | \$29.08    | \$34.60    |

INITIALS: 10/1 2 FOVT

## Combination, Months 61-84 VriC Soft term only (3/18/2018-3/17/2020)

| 5/1/18-<br>5/31/23 | Space    | Annual Ameust | Monthly    | Rate / RSF | Rate / USF |
|--------------------|----------|---------------|------------|------------|------------|
| RSF                | 1,428.00 |               | <u>-</u>   |            |            |
| USF                | 1,200,00 |               |            |            |            |
| Shell              |          | \$26,575.00   | \$2.214.58 | \$18.61    | \$22.15    |
| Re î ax            |          | \$3,412,92    | \$284.41   | \$2.39     | \$2.84     |
| Parking            |          | \$0           | \$0        | so i       | SO         |
| Operating          |          |               | :          | :          |            |
| Cost               |          | \$10,142.78   | \$845.23   | \$7.10     | \$8.45     |
| 72                 | <u> </u> | \$0           | 50         | SO SO      | \$0        |
| TOTAL              | į        | \$40.138.70   | \$3,344,22 | 528.10     | \$33.44    |

The above charts do not include any changes due to annual operating costs adjustments beyond that were established upon initial acceptance of Suite 390 space. (Original Space). That rate is subject to change annually per the lease.

#### 10. TERMINATION RIGHTS

The Government retains the option to terminate the lease in whole or in part on or Suite 300 after 5/18/15 with 90 days notice except for the "B" block of space VHC (suite 510) which is leased for a firm five years 3/17/2013-3/18/2018. Tenant must pay all 24 monthly payments of \$5,503.10 beginning 3/18/2013 (estimated completion of improvements). The government will have the right to terminate the Block B space anytime on or after 3/17/2018 with 90 days notice to lessor.

### 12. TENANT IMPROVEMENTS

It is agreed that the Lessor shall provide an allowable Tenant improvement allowance of \$50.78 / usf for the completion of the expansion space of which \$60,575 will be amortized in the rent at a rate of 8% over 24 months. Any Government approved Tenant Improvement costs that exceed the allowance amount shall be paid by a lump sum to lessor, upon acceptance of the spece and involcing by Lessor.

14. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3, Paragraph 3.4 TAX ADJUSTMENT GSAR 552.270-24 (Aug 1992) (A through G) of Solicitation for Offers No. GS-05B-17876 within this lease,

The prorata share of the 439,279 USF building, occupied by the government upon the effective date of this LA 3, will be 5.3864 %:

All other terms and conditions of the lease shall remain in force and effect.