

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE**

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO. 2

DATE 3/24/10

TO LEASE NO.  
GS-05B-18287

**ADDRESS OF PREMISES** Metro Office Park  
2901 Metro Drive; 2950 Metro Drive; 3050 Metro Drive and  
7851 Metro Parkway  
Bloomington, MN 55425-1529

This agreement, made and entered into this date by and between DRFC Metro LLC.

whose address is 7101 W. 78<sup>th</sup> Street, Suite 100  
Bloomington, MN 55439

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

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated October 7th, 2009 is amended, effective upon signing by both parties, as follows:

The purpose of this Supplemental Lease Agreement is to establish the effective date of the lease.

Paragraph 1 of the lease is deleted and the following is substituted therefore:

"1. The Lessor hereby leases to the Government the following described premises:

81,548 rentable square feet which yields 71,533 ANSI/BOMA office area square feet as follows:

2901 Metro Drive		2950 Metro Drive		3050 Metro Drive		7851 Metro Parkway	
Suite	RSF	Suite	RSF	Suite	RSF	Suite	RSF
<b>Block A -</b>							
-100	5,437	-0-		-101	3,460	-0-	
-100	4,882						
-Storage	1,012						
-208/212	2,505						
-300	16,100						
-300	363						
-300	129						
-300	276						
<b>Block B -</b>							
-100	7,624	-114	1,085	-0-	-0-		
-100	371	-115	2,599				
-201	3,745						
-214	4,042						
-215	356						
-220	2,312						
-300	2,996						
-300	919						
-550	6,055						
<b>Block C - Expansion</b>							
-225	1,750					-250	3,485
-228	1,204					-260	482
						-325	8,359

in the Metro Office Park Buildings in Bloomington, Minnesota as described in Exhibit A - Legal Description attached hereto and eighty-seven (87) structured reserved garage parking spaces for official vehicles. The eighty-seven (87) structured reserved garage parking spaces shall be provided as a part of the rental consideration. Exhibit B - Floor Plans (8 pages) attached.

Said premises to be used for such general office purposes as determined by the General Services Administration."

Paragraph 2 of the lease is deleted and the following is substituted therefore:

"2. TO HAVE AND TO HOLD the said premise Block A, 34,164 RSF, with their appurtenances for a term of seven (7) years, twenty-nine (29) months firm beginning April 1<sup>st</sup>, 2010, subject to termination rights as hereinafter set forth.

TO HAVE AND TO HOLD the said premise Block B, 32,104 RSF, with their appurtenances for a term of seven (7) years, forty-eight (48) months firm beginning April 1<sup>st</sup>, 2010, subject to termination rights as hereinafter set forth."

TO HAVE AND TO HOLD the said premise Block C - Expansion, 15,280 RSF, with their appurtenances for a term of seven (7) years, forty-eight (48) months firm beginning no later than June 1<sup>st</sup>, 2010 with actual lease effective date established by Supplemental Lease Agreement after substantial completion and acceptance of space by the Government."

NOTE: The term for Block C - Expansion, 15,280 RSF, will not commence until a separate SLA is prepared and executed to establish the commencement date.

Paragraph 3 of the lease is deleted and the following is substituted therefore:

\*3. The Government shall pay the Lessor annual rent as follows:

Years 1-2	\$1,869,507.44
Year 3	\$1,861,934.42
Year 4	\$1,858,525.12
Years 5-7	\$1,520,054.72

NOTE: The annual amount referenced above for Years 1-2 includes annual rent for Block A in the amount of \$649,799.28; Block B in the amount of \$608,049.76 and Block C in the amount of \$611,658.40. For the months of April and May 2010, the annual rent of \$1,257,849.04 is applicable for Block A and Block B only as the lease term for Block C has not commenced.

Breakdown of annual rent:

Term Years	Shell per RSF	Base Operating Cost per RSF	Amortized TI Allowance per RSF	Amortized Bldg-Specific Security per RSF	Rate per RSF	Taxes Included in Shell Rental Rate	Annual Rent	Monthly Rent Payable in Arrears
<b>Block A - 34,164</b>								
Months 1-29	\$12.81	\$5.98	\$0.00	\$0.23	\$19.02	\$2.24	\$649,799.28	\$54,149.94
Months 30-84	\$12.86	\$5.98	\$0.00	\$0.00	\$18.84	\$2.24	\$636,816.96	\$53,068.08
<b>Block B - 32,104</b>								
Months 1-48	\$12.81	\$5.98	\$0.00	\$0.15	\$18.94	\$2.24	\$608,049.76	\$50,670.81
Months 49-84	\$12.86	\$5.98	\$0.00	\$0.00	\$18.84	\$2.24	\$598,418.56	\$49,868.21
<b>Block C - Expansion - 15,280</b>								
Months 1-48	\$12.81	\$5.98	\$21.00	\$0.15	\$40.03	\$2.24	\$611,658.40	\$50,971.53
Months 49-84	\$12.86	\$5.98	\$0.00	\$0.00	\$18.84	\$2.24	\$284,819.20	\$23,734.93

Paragraph 15 of the lease is deleted and the following is substituted therefore:

\*15. Lessor agrees to provide \$26.98 per usable square foot for 41,564 USF of Tenant Improvement Allowance (\$26.98 x 41,564 usf = \$1,121,396.72 at 7% interest over four (4) years = \$1,288,952.52 or \$322,238.88 annually). In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 7%. The refund shall be a credit to base rent equally amortized for Years 1 through 4 of the term."

Paragraph 16 of the lease is deleted and the following is substituted therefore:

\*16. The building-specific security cost of \$41,400 for shatter-resistant window protection is amortized as follows:  
 Block A - \$17,344.26 for twenty-nine (29) months at 7% interest rate or \$0.23 per RSF  
 Block B and C - \$24,055.74 for forty-eight (48) months at 7% interest rate or \$0.15 per RSF"

Paragraph 27 of the lease is deleted and the following is substituted therefore:

\*27. In accordance with Paragraph 2.3 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [redacted] per rentable square foot per year of the firm term of this lease ("Commission"). The total amount of the Commission is [redacted]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [redacted] which is [redacted] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [redacted], which is [redacted] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments for Block A, B, and C (\$1,044,630 / 12 months = \$87,052.49 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: \$104,820.75\* minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent
- Month 2: \$104,820.75\* minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

\*Note - Shell Rental for Month 1 and 2 reflects Shell Rent for Block A and Block B only.

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.

LESSOR: DBFC/Matra LLC

BY: [redacted]

(Signature)

[redacted]

(Title)

IN: [redacted]

(Address)

UN: [redacted] SERVICES ADMINISTRATION  
 CKER

BY: [redacted]

CONTRACTING OFFICER

(Official Title)