## GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 3

DATE 9/14/10

## SUPPLEMENTAL LEASE AGREEMENT

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

Bioomington, MN 55425-1529

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

whose address is

7101 W. 78th Street, Suite 100

Bloomington, MN 55439

hereinsfler 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 commencement date of the lease for Block C - Expansion for 15,280 RSF.

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 appurtanences for a term of seven (7) years, twenty-nine (29) months firm beginning April 1\*, 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 June 1st, 2010, subject to termination rights as hereinafter setforth.\*

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

"3. The Government shall pay the Lessor annual rent as follows for Block A, Block B and Block C:

April 1, 2010 - May 31, 2010	\$1,257,849.04
June 1, 2010 - March 31, 2011	\$1,717,471.44
April 1, 2011 - March 31, 2012	\$1,717,471.44
April 1, 2012 - March 31, 2013	\$1,709,898.42
April 1, 2013 - March 31, 2014	\$1,704,489.12
April 1, 2014 - March 31, 2015	\$1,549,188.58
April 1, 2015 - March 31, 2016	\$1,520,054.72
April 1, 2016 - March 31, 2017	\$1,520,054,72
April 1, 2017 - May 31, 2017	\$ 284,819.20

## Breakdown of annual rent:

Tecas.	Shell per RSF	Base Operating Cost per RSF	Assortizad Ti Allowance per RSF	Assortized Bidg-Specific Security per RSF	Rate per RSF	Taxes included in Shall Raptel Rate	Annual Rest	Morfilly Rent Payable in Arrears
Block A - 34,164								
April 1, 2010 thru								
August 31, 2012	\$12.81	\$5.98	\$0.00	\$0.23	\$19.02	\$2.24	\$649,799,28	\$54,149.94
September 1, 2012								
thru March 31, 2017	\$12.66	\$5.98	\$0.00	\$0.00	\$18.64	\$2.24	\$836,816.98	\$53,068.08
Block B - 32,104						_		
April 1, 2010 thru March 31, 2014	\$12.81	\$5.98	\$0.00	\$0.15	\$18.94	\$2.24	\$608,049.76	\$50,670.81
April 1, 2014 thru Minch 31, 2017	\$12.68	\$5.98	\$0.00	\$0.00	\$18.64	\$2.24	\$598,418.58	\$49,868.21
Block C Expens	ion - 15,280							
June 1, 2010 thru May 31, 2014	\$1281	\$5.98	\$11.14	\$0.15	\$30.08	\$2.24	\$458,622.40	\$36,301.87
June 1, 2014 thru May 31, 2017	\$12.66	\$5,96	\$0.00	\$0.00	\$18.64	\$2.24	\$284,819,20	\$23,734.93

shall accrue after the effective date of fermination. Salid notice shall be computed commencing with the day after the date of mailing.  The term of this lease for mailing.  The term of this lease for mailing.  The term of this lease for in part at anytime after the ority-spirit (467) month (Mey 31*, 2014) of the lease by giving at sease study (50) days notice any thing to the Lease and no revital shell accrue after the effective date of the relative shell be computed commencing with the day after the date of mailing.  Persegraph 15 of the lease is deleted and the following is substituted therefore:  15. The Leasor and Covernment agree the final cost of the Tenant Improvements is \$898,272.01. The amount will be paid as follows:  \$562,279.51  \$12,692.20  Lump Sum Payment  Total  The Tenant Improvement Allowance in the amount of \$5692,279.51 will be amortized at 7% interest over four (4) years which equals \$170,194.44 annually.  Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall reimburse the Leasor in a lump sum payment in the amount of \$92,992.60, upon receipt of an original invoice.  The original invoice must be submitted directly to the GSA Finance office at the following address:  General Services Administration  FTS and FSS 7894 expert Division (7BCP)  P. O. Box 17181  A proper invoice must include the following:  ** trivoice Date**  Name of the Lessor as shown on Lesse  Lesse contract numbers, building address and a description, price and quantity of the fism delivered  SSA PDN #\$5 0016982  Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.  Invoice may be submitted delectronically on the Finance website at www.finance.gas.gas.gov.*  Persegraph 16 of the lesse is deleted and the following is substituted therefore:  16. The building-specific security cost of \$41,399.75 for harbitra-resistant window protection is amortized as follows:  Bitch A soll of the lesses as all remain in force and effect.  In WITH	rate	здври 4 ст гле наве в сенена вла ин класмиц в воснишем вененого.						
may terminate this lease is part of in part at anytime after the forty-sight (ASP) month (May 31st, 2014) of the lease by giving at least stay (60) days notice if writing to the Lease and no rental shell socrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."  Paragraph 15 of the lease is deleted and the following is substituted therefore:  15. The Lease and Government agree the final cost of the Tenant improvements is \$885.272.01. The amount will be paid as follows:  \$890.277.61	<b>*4</b> .	may terminate this lease in whole or in part at anytime after the twenty-ninth (29") month (August 31", 2012) of the lease by giving at least sixty (60) days notice in writing to the Leasor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. The term of this lease for Block B, 32,104 RSF, shall be for seven (7) years, forty-eight (48) months firm. The Government may terminate this lease in whole or in part at anytime after the forty-eight (48") month (March 31", 2014) of the lease by giving at least sixty (60) days notice in writing to the Leasor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of						
### Space and Government agree the final cost of the Tenant Improvementa is \$888,272.01. The amount will be paid as follows:  ### \$502,279.51  ### \$502,927.01  The Tenant Improvement Allowance in the amount of \$692,279.51 will be amortized at 7% interest over four (4) years which equals \$170,194.44 annually.  Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall relimbure the Leasor in a lump sum payment in the amount of \$92,692.60, upon receipt of an original invoice.  The original invoice must be submitted directly to the GSA Finance office at the following address:  General Services Administration  FTS and PSS Perprent Division (7BCP) P.O. 8cx 17181 Pt. Worth, TX 78102-0181  A proper invoice must include the following:  Invoice Date  Name of the Lessor as shown on Lesse  SA PDN #PS 9016946  Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.  Invoice must be submitted and the following is substituted therefore:  ###################################		may terminate this lease in the control or in part at anytime after the forty-eight (48°) month (May 31 <sup>st</sup> , 2014) of the lease by giving at least abov (60) days notice in writing to the Lessor and no rental shelf accrue after the effective date of termination. Said notice						
\$ 20,992.60	Para	agraph 15 of the lease is deleted and the following is substituted therefore:						
\$ 20,992.60	15.	The Lessor and Government agree the final cost of the Tenant Improvements is \$685,272.01. The amount will be paid as follows:						
## \$170,194.44 annualty.  Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall relimburse the Lessor in a lump euro payment in the amount of \$92,962.60, upon receipt of an original invoice.  The original invoice must be submitted directly to the GSA Finance office at the following address:  General Services Administration FTS and P88 Payment Division (7BCP) P.O. Box 17181 Ft. Worth, TX. 78102-0181  A proper invoice must include the following:  Invoice Date Name of the Lessor as shown on Lesse Researched numbers, building address and a description, price and quantity of the first delivered GSA PDN #PS 0016945  Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.  Invoice may be submitted electronically on the Finance website at <a href="https://www.finance.gsa.gov">www.finance.gsa.gov</a> *Paragraph 16 of the lesse is deleted and the following is substituted therefore:  "16. The building-specific security cost of \$41,399.75 for shatter-resistant window protection is amortized as follows: Block B and C - \$24,065.49 for forty-eight (48) months at 7% interest rate or \$0.29 per RSF Block B and C - \$24,065.49 for forty-eight (48) months at 7% interest rate or \$0.25 per RSF All other terms and conditions of the lesse shall remain in force and effect.  IN WITNESS WHEREOF, the parties subscribed their names as of the above date.  LES BY  (Address)  UNITED OXISTOR OF FICER		\$ 92,992,50 Lump Sum Payment						
a lump sum payment in the amount of \$92,992.50, upon receipt of an original invoice.  The original invoice must be submitted directly to the GSA Finance office at the following address:  General Services Administration FTS and PSS Payment Division (7BCP) P.O. Box 17181 P.I. Worth, TX 78102-0181  A proper invoice must include the following:  trivoice Date Name of the Lessor as shown on Lesse Lesse contract numbers, building address and a description, price and quantity of the item delivered GSA PDN 8PS 0016948 Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor. Invoice may be submitted electronically on the Finance website at <a href="https://www.finance.gsa.gov">www.finance.gsa.gov</a> Peregraph 16 of the lesse is deleted and the following is substituted therefore:  16. The building-specific security cost of \$41,399.75 or shatter-resistant window protection is amortized as follows:  Block A = \$17,344.26 for twenty-nine (29) mortifis at 7% interest rate or \$0.23 per RSF Block B and C - \$24,056.49 for forty-eight (48) mortitis at 7% interest rate or \$0.16 per RSF  All other terms and conditions of the lesse shall remain in force and effect.  IN WITNESS WHEREOF, the parties subscribed their names as of the above date.  LES BY  (Address)  UNITED ATACES OF MEDIUS ADMINISTRATION  KER  CONTRACTING OFFICER		The Tenant Improvement Allowance in the amount of \$592,279.51 will be amortized at 7% interest over four (4) years which equals \$170,194.44 annually.						
General Services Administration FTS and P6S Peyment Division (7BCP) P.O. 8ox 17181 Ft. Worth, TX. 78102-0181  A proper invoice must include the following:  Invoice Date Name of the Lessor as shown on Lesse GSA PDN #PS 0016946  Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor. Invoice may be submitted electronically on the Finance website at <a href="https://www.finance.gsa.gov">www.finance.gsa.gov</a> Peragraph 16 of the lesse is deleted and the following is substituted therefore:  116. The building-specific security cost of \$41,399.75 for shatter-resistant window protection is amortized as follows: Block 8 and C - \$24,055.49 for forty-eight (48) months at 7% interest rate or \$0.23 per RSF Block B and C - \$24,055.49 for forty-eight (48) months at 7% interest rate or \$0.15 per RSF 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.  LES BY  CONTRACTING OFFICER		Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall relimburse the Lessor In a lump sum payment in the amount of \$92,992.50, upon receipt of an original invoice.						
FTS and P69 Payment Division (7BCP) P.O. Box 17181 Ft. Worth, TX 78102-0181  A proper invoice must include the following:  Invoice Date Name of the Lessor as shown on Lesse Lesse contract numbers, building address and a description, price and quantity of the item delivered GSA PDN 49'S 0016948 Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor. Invoice may be submitted electronically on the Finance website at <a href="https://www.finance.gsa.gov.">www.finance.gsa.gov.</a> Peragraph 16 of the lesse is deleted and the following is substituted therefore:  16. The building-specific security cost of \$41,399.75 for shatter-resistant window protection is amortized as follows: Block A - \$17,344.26 for twenty-nine (29) morths at 7% interest rate or \$0.23 per RSF Block B and C - \$24,055.49 for forty-eight (48) morths at 7% interest rate or \$0.15 per RSF 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.  LES BY  CONTRACTING OFFICER		The original invoice must be submitted directly to the GSA Finance office at the following address:						
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Involces Date  Name of the Lessor as shown on Lesse  Lesse contract numbers, building address and a description, price and quantity of the item delivered  GSA PDN #PS 0016946  Involces submitted to Finance without the PS number are immediately returned to the vendor or Lessor.  Involce may be submitted electronically on the Finance website at <a "="" href="https://www.finance.gsa.gov.">www.finance.gsa.gov."</a> Paragraph 16 of the lesse is deleted and the following is substituted therefore:  16. The building-specific security cost of \$41,399.75 for shatter-resistant window protection is amortized as follows:  Block A - \$17,344.26 for twenty-nine (28) mortins at 7% interest rate or \$0.23 per RSF  Block B and C - \$24,055.49 for forty-eight (48) mortins at 7% interest rate or \$0.16 per RSF  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.  LES  BY  (Address)  UNITED STATES OF AMERICA OFFICER  CONTRACTING OFFICER								
Name of the Lessor as shown on Lesse  Lesse contract numbers, building address and a description, price and quantity of the item delivered  GSA PDN #PS 0016946  Invokes submitted to Finance without the PS number are immediately returned to the vendor or Lessor.  Invokes may be submitted electronically on the Finance website at <a "="" href="https://www.finance.gsa.gov.">www.finance.gsa.gov."</a> Peragraph 16 of the lesse is deleted and the following is substituted therefore:  "16. The building-specific security cost of \$41,399.75 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 - \$24,086.49 for forty-eight (48) months at 7% interest rate or \$0.15 per RSF  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.  LES  BY  (Address)  UNITED STATES OF MEDICAL CENTRACTING OFFICER  BY  CONTRACTING OFFICER		•						
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Manager (Title)  (Address)  UNITED STATES OF MEDICAL CERTIFICES ADMINISTRATION KER  CONTRACTING OFFICER	Ail o	other terms and conditions of the lease shall remain in force and effect.						
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