

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 3

DATE 9/14/10

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. 78th 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 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 appurtenances for a term of seven (7) years, twenty-nine (29) months from beginning April 1st, 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 from beginning April 1st, 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 from beginning June 1st, 2010, subject to termination rights as hereinafter set forth."

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	\$1,549,188.56
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:

Term	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 Advance
Block A - 34,164								
April 1, 2010 thru August 31, 2012	\$12.81	\$5.98	\$0.00	\$0.23	\$19.02	\$2.24	\$649,789.26	\$54,149.04
September 1, 2012 thru March 31, 2017	\$12.66	\$5.98	\$0.00	\$0.00	\$18.64	\$2.24	\$636,616.96	\$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 March 31, 2017	\$12.66	\$5.98	\$0.00	\$0.00	\$18.64	\$2.24	\$598,418.56	\$49,868.21
Block C - Expansion - 15,280								
June 1, 2010 thru May 31, 2014	\$12.81	\$5.98	\$11.14	\$0.15	\$30.06	\$2.24	\$458,822.40	\$38,301.87
June 1, 2014 thru May 31, 2017	\$12.66	\$5.98	\$0.00	\$0.00	\$18.64	\$2.24	\$284,819.20	\$23,734.93

Paragraph 4 of the lease is deleted and the following is substituted therefore:

*4. The term of this lease for [redacted] Block A, 34,164 RSF, shall be for seven (7) years, twenty-nine (29) months firm. The Government may terminate this lease in whole or in part at anytime after the twenty-ninth (29th) month (August 31st, 2012) of the lease by giving at least sixty (60) days notice in writing to the Lessor 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 [redacted] 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 (48th) month (March 31st, 2014) of the lease by giving at least sixty (60) days notice in writing to the Lessor 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 [redacted] Block C, 15,280 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 (48th) month (May 31st, 2014) of the lease by giving at least sixty (60) days notice in writing to the Lessor 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."

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

*15. The Lessor and Government agree the final cost of the Tenant Improvements is \$685,272.01. The amount will be paid as follows:

\$592,279.51	Tenant Improvement Allowance (amortized in Lease)
\$ 92,992.50	Lump Sum Payment
<u>\$685,272.01</u>	Total

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.

Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in 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 PBS Payment Division (7BCP)
P.O. Box 17161
FL Worth, TX 78102-0181

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on Lease
- Lease contract numbers, building address and a description, price and quantity of the item delivered
- 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 www.finance.gsa.gov."

Paragraph 16 of the lease 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:

- [redacted] Block A - \$17,344.26 for twenty-nine (29) months at 7% interest rate or \$0.23 per RSF
- [redacted] 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
IN

Manager
(Title)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

KER

BY
(Signature)

CONTRACTING OFFICER
(Official Title)