

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

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  
MINNEAPOLIS, MN 55439-2524**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 is amended, effective upon mutual execution of this Lease Amendment, as follows:

This Lease Amendment No. 5 is issued to correct the first rental schedule in Paragraph 3 of the Lease.

Therefore, Paragraph 3 of the lease is hereby deleted in its entirety and replaced with the following:

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

Lease Terms	Block A 34,164 RSF	Block B 32,104 RSF	Block C 15,280 RSF	Total Annual Rent	Total RSF
4/1/10 - 5/31/10	\$649,799.28	\$608,049.76	\$0.00	\$1,257,849.04	66,268
6/1/10 - 8/31/12	\$649,799.28	\$608,049.76	\$459,622.40	\$1,717,471.44	81,548
9/1/12 - 3/31/14	\$636,816.96	\$608,049.76	\$459,622.40	\$1,704,489.12	81,548
4/1/14 - 5/31/14	\$636,816.96	\$598,418.56	\$459,622.40	\$1,694,857.92	81,548
6/1/14 - 3/31/17	\$636,816.96	\$598,418.56	\$284,819.20	\$1,520,054.72	81,548
4/1/17 - 5/31/17	\$0.00	\$0.00	\$284,819.20	\$ 284,819.20	15,280

The second table in Paragraph 3 is continued of page 2 of this Lease Amendment.  
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 below date.

FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: Gary Lindstrom  
Title: Manager  
Entity Name: \_\_\_\_\_  
Date: 4/16/13

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: Christine M. Becker  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 4/22/13

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: Sherrill L. Hastings  
Title: Senior Vice President  
Date: 4/16/13

3. 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 Arrears
<b>Block A - 34,164</b>								
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	\$636,816.96	\$53,068.08
<b>Block B - 32,104</b>								
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
<b>Block C - Expansion - 15,280</b>								
June 1, 2010 thru May 31, 2014	\$12.81	\$5.98	\$11.14	\$0.15	\$30.08	\$2.24	\$459,622.40	\$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

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

Initial: Lessor  Gov't 