

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. LMN18406	DATE June 13, 2011	PAGE 1 of 1
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**ADDRESS OF PREMISES:**

5600 West American Boulevard

Portion of floor 1, portion of floor 2 and all of floors 5, 6, 7, 8, 9 and 10, Bloomington, MN 55437-1173

**THIS AGREEMENT** is entered into by and between **Duke Realty Limited Partnership**, whose address is 600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, IN 46240-3786, hereinafter called the "Lessor", and the **UNITED STATES OF AMERICA**, hereinafter called the "Government".

**WHEREAS**, on June 30, 2010, Lessor and the Government entered into Lease No. LMN18406 for the subject premises, hereinafter called the "Lease";

**WHEREAS**, effective March 24, 2011, Lessor transferred interest in the property from Duke Realty Limited Partnership to DP Norman Pointe II, LLC a Delaware limited liability company;

**WHEREAS**, the parties hereto desire to amend the Lease to reflect Lessor's change of ownership from Duke Realty Limited Partnership to DP Norman Pointe II, LLC; and to change the payee who will receive rent;

**WHEREAS**, this is a change in ownership and all rights and obligations of the Government under the Lease are unaffected by this change; and

**WHEREAS**, documentary evidence of this change of ownership has been filed with the Government.

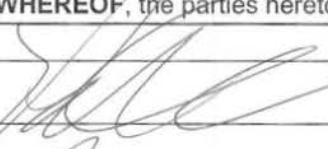
**NOW THEREFORE**, the parties to this Agreement for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective May 20, 2011, as follows:

1. The parties agree the Lessor's name shall be changed from Duke Realty Limited Partnership to DP Norman Pointe II, LLC, with Duke Realty Limited Partnership waiving all rights under the Lease as set forth in the fully executed Novation Agreement attached hereto and made a part hereof.
2. By the signature of its duly authorized representative below DP Norman Pointe II, LLC hereby assumes, approves and adopts all of the terms and conditions of the Lease as hereby amended, and agrees to be bound by its terms as of the effective date.
3. Paragraph 3 of the Lease is amended to reflect that rent checks shall be made payable to DP Norman Pointe II, LLC, 600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, IN 46240-3786, via electronic funds transfer.

All other terms and conditions remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

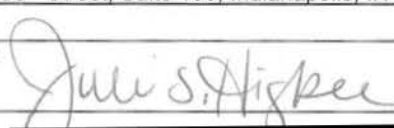
**DP Norman Pointe II, LLC**

SIGNATURE 	NAME OF SIGNER Patrick E. Mascia
ADDRESS 600 East 96 <sup>th</sup> Street, Suite 100, Indianapolis, IN 46240-3786	


**Duke Realty Limited Partnership**

SIGNATURE 	NAME OF SIGNER Patrick E. Mascia
ADDRESS 600 East 96 <sup>th</sup> Street, Suite 100, Indianapolis, IN 46240-3786	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER Julie S. Higbee
ADDRESS [REDACTED]	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER Brian J. Kersowski
	OFFICIAL TITLE OF SIGNER C.O.



## NOVATION AGREEMENT

**DUKE REALTY LIMITED PARTNERSHIP** (the "**Transferor**"), a Indiana limited partnership and **DP NORMAN POINTE II, LLC**, a Delaware limited liability company (the "**Transferee**"), and the **UNITED STATES OF AMERICA ACTING BY AND THROUGH THE GENERAL SERVICES ADMINISTRATION** (the "**Government**") enter into this Agreement as of March 24, 2011 (the "Transfer Date").

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into a lease with the Transferor, namely: Lease Number LMN18406 for the use of certain space located at 5600 West American Boulevard, Bloomington, MN 55437-1173 (the "Property"). The term "the Lease," as used in this Agreement, means the above lease and all modifications made between the Government and the Transferor before the Transfer Date (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease). Also included in the term "the Lease" are all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of the Transfer Date, the Transferor has transferred the Property to the Transferee by virtue of a Limited Warranty Deed between the Transferor and the Transferee dated March 24, 2011 (the "Transfer").

(3) The Transferee has acquired all the Transferor's interest in the Property by virtue of the above Transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above Transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above Transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement:

(1) The Transferor confirms the transfer of the Property to the Transferee, and, as of the Transfer Date, waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the Transfer Date, the term "Contractor," as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed, provided however, that the Government shall exercise reasonable diligence to direct Lease payment to the Transferee upon execution of this Agreement.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Government agrees that, as of the Transfer Date, the Government shall look only to Transferee with respect to the performance of Lessor's obligations under the Lease and the discharge of any of Lessor's liabilities under the Lease.

(9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

(10) This Agreement may be signed in counterparts and execution pages provided via facsimile, e-mail, or other electronic means, each of which counterparts shall be considered an original; and such counterparts taken together shall constitute one and the same instrument.

- (2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.
- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.
- (4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the Transfer Date, the term "Contractor," as used in the Lease, shall refer to the Transferee.
- (5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
- (6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed, provided however, that the Government shall exercise reasonable diligence to direct Lease payment to the Transferee upon execution of this Agreement.
- (7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.
- (8) The Government agrees that, as of the Transfer Date, the Government shall look only to Transferee with respect to the performance of Lessor's obligations under the Lease and the discharge of any of Lessor's liabilities under the Lease.
- (9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.
- (10) This Agreement may be signed in counterparts and execution pages provided via facsimile, e-mail, or other electronic means, each of which counterparts shall be considered an original; and such counterparts taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

[Signature Page Follows]





**GOVERNMENT**

UNITED STATES OF AMERICA, acting by and through the General Services Administration

By: B. J. Krasowski

Name: Brian Krasowski

Title: C.O.

**TRANSFEROR**

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation, an Indiana corporation, its general partner

By: Angela Hsu

Name: Angela Hsu  
Vice President

Title: \_\_\_\_\_

**TRANSFeree**

DP NORMAN POINTE II, LLC, a Delaware limited liability company,

By: Duke Princeton, LLC, a Delaware limited liability company, its sole member

By: Duke/Hulfish, LLC, a Delaware limited liability company, its sole member

By: Duke Realty Limited Partnership, an Indiana limited partnership, its managing member

By: Duke Realty Corporation, an Indiana corporation, its general partner

By: Angela Hsu

Name: Angela Hsu  
Vice President

Title: \_\_\_\_\_

