

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 3	DATE <u>6/30/11</u>
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		TO LEASE NO. LMN18406	

This agreement made and entered into this date by and between DP Norman Pointe II, LLC a Delaware limited liability company

whose address is: 600 East 96th Street, Suite 100, Indianapolis, IN 46240-3786

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

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

The purpose of this Supplemental Lease Agreement (SLA) No. 3, to lease LMN18406, is to amend the lease as stated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated June 30, 2010 is amended, effective upon signing by both parties, as follows:

1. Paragraph 1 of the Lease shall be deleted in its entirety and the following substituted therefore:

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

224,488 BOMA usable square feet (244,561 rentable) of office and related space, in the building located at 5600 West American Boulevard, Bloomington, MN 55437-1173 as described in Exhibit A attached hereto and incorporated herein in paragraph 7 of this Lease, to be used for such purposes as determined by the General Services Administration. The lease space shall be located on a portion of the 1st floor, portion of the 2nd floor and all of floors 5, 6, 7, 8, 9 and 10 as shown on Exhibit B attached hereto and incorporated herein in paragraph 7 of this Lease. Included in the rent at no additional cost to the Government are 136 on-site structured parking spaces of which 73 parking spaces are reserved for the exclusive use of the Government as shown on Exhibit C and Exhibit C-1 attached hereto and incorporated herein in paragraph 7 of this Lease. Additional employee and visitor parking shall be located in the building's attached parking garage per local code and shall be available on a first-come first served basis."

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: 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 [Signature] SVP
 (Signature) (Title)

IN PRESENCE OF [Signature] [Redacted]
 (Signature) (Address)

UNITED STATES OF AMERICA

BY [Signature] CONTRACTING OFFICER
 (Signature) GENERAL SERVICES ADMINISTRATION
 (Official Title)

2. Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 25, 2011 through May 24, 2016 unless earlier terminated by the Government as may be set forth in paragraph 4 of the Lease."

3. Paragraph 3 of the Lease shall be deleted in its entirety and the following substituted therefore:

"3. The Government shall pay the Lessor annual rent of \$4,891,220.00 at the rate of \$407,601.67 per month in arrears. Annual rent consists of \$3,343,148.87 per year for shell/base rent, real estate taxes and parking, and \$1,548,071.13 per year for operating expenses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

DP Norman Pointe II, LLC
600 East 96th Street
Suite 100
Indianapolis, IN 46240-3786"

4. Paragraph 4 of the Lease shall be deleted in its entirety and the following substituted therefore:

"4. The Government may terminate this lease at any time after May 24, 2014 by giving at least thirty (30) 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. Partial floor terminations shall be in contiguous and marketable blocks of space."

5. Paragraph 7, subparagraph (D) shall be deleted in its entirety and the following substituted therefore:

"(D) Exhibit C Designation of Reserved Parking Area (1 page) and Exhibit C-1 Designation of Additional Reserved Parking Area (1 page)"

6. Paragraph 31 is hereby added to the Lease:

"31. The leased premises are hereby accepted for beneficial occupancy. The Government agrees to reimburse the Lessor a total of **\$11,125,821.00** for the cost of the tenant improvement build out, telecommunications and data work and approved construction change orders. The following is a break down of the total reimbursement:

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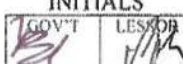
TOTAL REIMBURSEMENT:

\$11,125,821.00

The Lessor hereby agrees to maintain all tenant improvements throughout the term of the lease according to the lease agreement.

All invoices submitted by the Lessor for payment under this Lease in order to be eligible for payment shall comply with the below requirements. All invoices shall include a unique invoice number and cite the following PDN number "PS0017307". Invoices submitted without the PDN are immediately returned to the Lessor. Invoices shall be submitted to the Greater Southwestern Finance Center electronically on the Finance Website at www.finance.gsa.gov, with a copy to the Contracting Officer. If the Lessor is unable to process the invoices electronically, it may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

INITIALS
GOV'T LESSEE


A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA CONTRACTING OFFICER, Brian Krasowski
230 South Dearborn Street
Room 3302
Chicago, IL 60604

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0017307"

- END OF SLA No. 3 -

INITIALS	
GOV'T	LESSOR
<i>[Signature]</i>	<i>[Signature]</i>