

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 12-13-10
	TO LEASE NO. GS-05B- 18117	

ADDRESS OF PREMISES 6161 American Blvd, Suite 100
Bloomington, MN 55438-1220

THIS AGREEMENT, made and entered into this date by and between
LIBERTY PROPERTY LIMITED PARTNERSHIP
whose address is 10400 Viking Drive; Suite 130
Eden Prairie, MN. 55344-7232
Herein after 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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of this Supplemental Agreement 1, as follows:

This Supplemental Lease Agreement (SLA) No. 1 is issued to document the date of occupancy and acceptance of space by the Government, to establish final square footage, as measured, and establish rental payments.

Paragraph 1 of the SF2 is hereby deleted in its entirety and replaced with the following:

- 1. The Lessor hereby leases to the Government the following described premises:
15,870 ANSI/BOMA office area square feet (17,270 rentable square feet) of contiguous first floor office space, along with eighty (80) on-site parking spaces, all located at 6161 American Blvd, Suite 100, Bloomington, MN 55438, to be used for such purposes as determined by the General Services Administration, and as modified by SFO Amendment 1, Paragraph 5 referring to Security Standards.

Paragraph 2 of the SF2 is hereby deleted in its entirety and replaced with the following:

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 30, 2010 and extended through September 29, 2020.

(continued on page 2)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LIBERTY PROPERTY LIMITED PARTNERSHIP

(Title)
MICHAEL T. HAGAN
CHIEF INVESTMENT OFFICER

(Title)

(Signature)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

Leasing Contract Officer

(Official Title)
Gerald K. Kosman
(Signature)

Paragraph 3 of the SF2 is hereby deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent for the full term (September 30, 2010 through September 29, 2020) of \$527,087.77 at the rate of \$43,923.98 per Month (\$30.52/RSF or \$33.21/USF) in arrears and consists of: shell rent (including taxes); \$307,216.53 (\$17.80/RSF or \$19.36/USF), operating expenses; \$113,291.20 (\$6.56/RSF or \$7.14//USF) and \$106,580 (\$6.17/RSF or \$6.71/USF) in amortized Tenant improvements over 120 months at a rate of 9.00%. Rent for a lesser period shall be prorated.

The tenant improvements to be amortized into the rent equal \$701,134.04, or \$44.18/USF. Additional tenant improvements shall be paid through additional Supplemental Lease Agreements.

Rent checks shall be made payable to:

LIBERTY PROPERTY LIMITED PARTNERSHIP
Box 828438
Philadelphia, PA. 19182-8438

Paragraph 13 of the SF2 is hereby deleted in its entirety and replaced with the following:

13. Operating cost adjustments: The rent is subject to annual operating cost adjustments in accordance with Section 4.3 of Solicitation for Offers No. GS-05B-18117 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost will be \$113,291.

Paragraph 14 of the SF2 is hereby deleted in its entirety and replaced with the following:

14. Real Estate Tax Adjustments: The lease is subject to annual tax escalations in accordance with Section 4.2 of the SFO No. GS-05B-18117. It is understood and agreed that for real estate tax adjustment purposes, the first year's real estate tax will be \$51,291.90.

Paragraph 15 of the SF2 is hereby added to with the following:

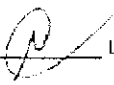

15. Government's percent of the net usf area of the building: It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4.2 of Solicitation for Offers NO. GS-05B-18117 within this lease, the Government will occupy 46.89% percent of the net usable square foot area of the building.

Paragraph 24 of the SF2 is hereby deleted in its entirety and replaced with the following:

24. Lease Common Area Factor: The Lease Common Area Factor is 1.088217 (15,870 useble square feet multiplied by 1.088217 equals 17,270 rentable square feet of space).

Lessor acknowledges that this is a "Direct" Transaction between itself and the U.S. General Services Administration. No tenant broker is due any commission or compensation of any kind.

Supplemental Lease Agreement
GS-05B-18338

INITIALS:  LESSOR &  GOV'T