

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 3

PS 0016745

TO LEASE NO. GS-05B-17663

DATE (for Govt use)

APR 28 2010

ADDRESS OF PREMISES Bridgepoint Business Center, 156 Hardman Avenue, South St. Paul, MN 55075

THIS AGREEMENT is made and entered into the above date by and between Prolific L.L.C. whose address is, 18805 37th Avenue North, Plymouth, MN 55446 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, Lessor and the Government entered into the subject lease dated January 30, 2009, which the Lessor agreed to lease to the Government 11,214 rentable square feet of flex space.

WHEREAS, the lease requires the Lessor to provide the Government a tenant improvement allowance in the amount \$236,658.92;

WHEREAS, based on the design intent drawing the Government provided to the Lessor, the total amount of the tenant improvements are \$852,458.00 for buildout, resulting in the Government owing the Lessor \$615,799.08 for the amount over the tenant improvement allowance;

NOW THEREFORE, the parties hereto for good and valuable consideration agree that Attachment to the Standard Form 2 of the lease is amended hereby by adding the following new Paragraph 14a:

"14a. (i) The total amount of the tenant improvements for the leased space have been determined by the Lessor and the Government to be \$852,458.00. In accordance with Attachment to the Standard Form 2 of the lease, the Lessor is responsible for paying a total dollar amount of \$236,658.92 toward tenant improvements and the Government is responsible for the remaining \$615,799.08, payable to Lessor after the premises is substantially complete, as defined in Paragraph 10 of the General Clauses (GSA Form 3517B Page 5). Lessor agrees to complete all tenant improvements prior to lease commencement. If there are any further revisions to this project, which affects the cost of the tenant improvements, said revisions must be addressed through written requests for change orders and may only be approved by the Contracting Officer in writing pursuant to the process in Paragraph 3.1 of the General Clauses (GSA Form 3517B). A single Supplemental Lease Agreement (SLA) will be issued, at the completion of the project, to finalize payment of any approved change orders."

"(ii) It is understood that there is \$23,980.00 designated for contingencies for the project. It is mutually agreed that any and all monies not used toward contingencies will be deducted from the lumpsum payment due to Lessor at the end of the project."

This one time lump sum payment in the amount of \$615,799.08 shall be made to the Lessor. To receive payment, after substantial completion of the premises, the Lessor must submit an invoice requesting said amount referencing Pegasys Document Number PS0016745 to: GSA Office of Finance, P.O. Box 17181, Ft. Worth, TX 76102

All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: Prolific L.L.C.

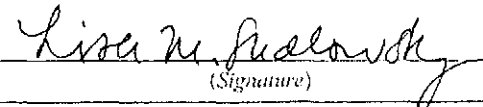
BY


(Signature)

JEFFREY P. MINER
(Print)

CHIEF MANAGER
(Title)

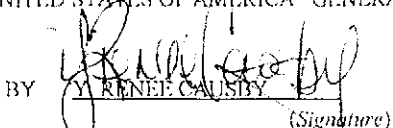
IN PRESENCE OF


(Signature)


(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY


(Signature)

CONTRACTING OFFICER
(Official Title)