

GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENTSUPPLEMENTAL AGREEMENT
NO. 3

DATE 5/3/2011

TO LEASE NO.

GS-05B-18307

ADDRESS OF PREMISES 330 Second Avenue South
Minneapolis, MN 55401

This agreement, made and entered into this date by and between GPT Properties Trust

whose address is c/o Reit Management & Research LLC
400 Centre Street
Newton, MA 02458-2094

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 dated January 7th, 2010 is amended, effective November 1st 2010, as follows:The purpose of this Supplemental Lease Agreement is to establish the commencement date for the firm term of the Lease for Block A and Block B.

Paragraph 2 of the lease is deleted and the following is substituted therefore:

"2. TO HAVE AND TO HOLD the said premise Block A, 6,885 RSF and Block B, 3,322 RSF with their appurtenances for a term of seven (7) years, thirty-six (36) months firm beginning November 1st, 2010 through October 31, 2017 subject to termination rights as hereinafter set forth."

Paragraph 3 of the lease is deleted and the following is substituted therefore:

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

November 1, 2010 – October 31, 2013 – Block A and Block B Annual Rent = \$371,480.41
November 1, 2013 – October 31, 2015 – Block A and Block B Annual Rent = \$281,509.06
November 1, 2015 – October 31, 2017 – Block A and Block B Annual Rent = \$287,837.40

Term Years	Shell per RSF	Base Operating Cost per RSF	Amortized Tenant Improvement Allowance per RSF	Amortized Bldg-Specific Security per RSF	Rate per RSF	Annual Rent	Monthly Rent Payable in Arrears
Block A – 6,885 RSF							
Nov 1, 2010 – Oct 31, 2013	\$23.63	\$6.74	\$5.80	\$0.28	\$36.45	\$250,958.25	\$20,913.19
Nov 1, 2013 – Oct 31, 2015	\$20.84	\$6.74	\$0.00	\$0.00	\$27.58	\$189,888.30	\$15,824.03
Nov 1, 2015 – Oct 31, 2017	\$21.46	\$6.74	\$0.00	\$0.00	\$28.20	\$194,157.00	\$16,179.75
Block B – 3,322 RSF							
Nov 1, 2010 – Oct 31, 2013	\$23.63	\$6.74	\$5.80	\$0.11	\$36.28	\$120,522.16	\$10,043.51
Nov 1, 2013 – Oct 31, 2015	\$20.84	\$6.74	\$0.00	\$0.00	\$27.58	\$ 91,620.76	\$ 7,635.06
Nov 1, 2015 – Oct 31, 2017	\$21.46	\$6.74	\$0.00	\$0.00	\$28.20	\$ 93,680.40	\$ 7,806.70

Rent for a lesser period shall be prorated. Rent shall be made payable to:

GPT Properties Trust
c/o Reit Management & Research LLC
400 Centre Street
Newton, MA 02458-2094
Tax Identification Number [REDACTED]
DUNS Number [REDACTED]

Paragraph 4 of the lease is deleted and the following is substituted therefore:

"4. The Government may terminate this lease in whole or for either Suite 395 or 565 in their entirety at any time after October 31st, 2013 by giving at least ninety (90) 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."

Paragraph 15 of the lease is deleted and the following is substituted therefore:

"15. The Lessor and Government agree the final cost of the Tenant Improvement is \$236,399.82. The amount will be paid as follows:

\$177,520.00	Tenant Improvement Allowance Amortized in Lease
<u>\$ 58,879.82</u>	Lump Sum Payment
<u>\$236,399.82</u>	Total

The Tenant Improvement Allowance in the amount of \$177,520.00 will be amortized at 0% interest over three (3) years.

Upon completion and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$58,879.82 upon receipt of an original invoice for the tenant improvements which exceed the Tenant Improvements amortized in the lease.

Regarding this lump-sum payment, please follow these instructions:

- Create and include a unique invoice number on the invoice submitted for payment.
- If the Management Company submits the invoice, please include the name and address of the Management Company and not the Lessor. The vendor's or lessor's name and address must match the name and address in the Pegasys vendor file.
- Please cite PS Number PS0017950 on your invoice and submit your invoice directly to the Greater Southwest Finance Center with a copy to the Contracting Officer. Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.
- Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

Paragraph 16 of the lease is deleted and the following is substituted therefore:

"16. The building-specific security cost of \$6,772.00 for shatter-resistant window protection is amortized as follows:
Block A - \$5,699.00 for thirty-six (36) months at 0% interest rate or \$0.28 per RSF
Block B - \$1,073.00 for thirty-six (36) months at 0% interest rate or \$0.11 per RSF"

Notice to Proceed letter dated August 2010 is attached hereto and hereby incorporated into the Lease as Exhibit C (2 pages).

Change Order Nos. 1A and 1856 are attached and hereby incorporated into the Lease as Exhibit D (2 pages).

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

- END OF SLA NO. 3 -

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

LESSOR: CRT Properties Trust

BY _____ (Signature)

IN PRESENCE OF _____

Name: David M. Lepore
Title: Senior Vice President
Two Newton Place
255 Washington Street
Suite 300
Newton, MA 02458

(Address)



UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY _____
CONTRACTING OFFICER
(Official Title)