

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-05B-18853
ADDRESS OF PREMISES: 2001 Killebrew Dr. Bloomington, MN 55425	PDN Number: PS0029019

THIS AGREEMENT, made and entered into this date by and between **BLN Office Park Associates, LTD**

whose address is: 2001 Killebrew Dr. Ste 50
Bloomington, MN 55425

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

WHEREAS, the parties hereto desire to amend the above Lease to issue the Notice to Proceed to furnish and install Tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2014, as follows:

1. This Lease Amendment is your Notice to Proceed ("NTP") with Change Orders #2, #3, #4 and #5, attached as Exhibit A, in the amount of A) [REDACTED] for increase conduit size at MPOE, B). Deduction of [REDACTED] for TV brackets, C). [REDACTED] for [REDACTED], add outlet, and D). [REDACTED] for paint in corridor 455. The total Change Orders cost are \$1,142.87. The total tenant improvement cost of \$1,126,078.50 is revised to \$1,127,221.37.

Of the \$1,127,221.37 Tenant improvement costs, only \$733,920.00 are amortized into the rent for five (5) years at the rate of 7.0% as described in the Lease. The remaining \$393,301.37 shall be paid to Lessor upon completion as described herein.

2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$393,301.37, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

This Lease Amendment contains 7 pages, including Exhibit A.

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 below date.

FOR THE LESSOR

[REDACTED SIGNATURE]

Signature: _____
Name: _____
Title: Chief Manager
Entity Name: BLN Office Park Assoc., LTD
Date: 10-7-14

FOR THE GOVERNMENT

[REDACTED SIGNATURE]

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/23/2014

WITNESSED FOR THE LESSOR BY:

[REDACTED SIGNATURE]

Signature: _____
Name: _____
Title: _____
Date: 10-7-14

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, 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

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

General Services Administration
Attn: JoAnne Ladwig, Lease Contracting Officer
230 Dearborn St. Room 3300
Chicago, IL 60604

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- 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 # PS0029019

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

INITIALS:  LESSOR &  GOV'T