

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 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 issued to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective September 26, 2014, as follows:


1. LEASE TERM is deleted and replaced with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 26, 2014 and continuing for a period of 10 years, expiring September 25, 2024, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.


This Lease Amendment contains 4 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.



 Entity Name: BLN Office Park Associates LTD
 Date: 12/15/14

FOR THE 
 Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service,
 Date: 12/11/2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: Deputy Manager & MANAGING AGENT
 Date: 12/15/14

2. SECTION 1.03 RENT AND OTHER CONSIDERATIONS is deleted and replaced with the following:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
Shell Rent ¹	\$252,587.96	\$277,085.24
Tenant Improvements rent ²	\$174,389.95	\$0.00
Operating Costs ³	\$78,505.00	\$78,505.00
Building Specific Security ⁴	\$1,426.87	\$0.00
Parking ⁵	\$0.00	\$0.00
Total Annual Rent	\$506,909.78	\$355,590.24

¹Shell rent (Firm Term) calculation: \$14.48 per RSF multiplied by 17,448 RSF

²The Tenant Improvement Allowance of \$733,920.00 is amortized at a rate of 7 percent per annum over 5 years.

³Operating Costs rent calculation: \$4.50 per RSF multiplied by 17,448 RSF

⁴Building Specific Security Costs of \$6,005.00 are amortized at a rate of 7 percent per annum over 5 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 16,000 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM) Registration. If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. THIS PARAGRAPH WAS INTENTIONALLY DELETED

3. SECTION 1.05 TERMINATION OPTION is deleted and replaced with the following:

The Government may terminate this lease in whole or in part at any time on or after September 25th, 2019 (the 5th year) by giving at least 120 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."

4. SECTION 1.08 TENANT IMPROVEMENT ALLOWANCE is deleted and replaced with the following:

INITIALS:  & 
LESSOR & GOVT

The date of substantial completion of the Tenant Improvements is established as September 26, 2014. The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders (including the attached CO #7 which is hereby approved and attached as Exhibit A, in the amount of [REDACTED] is \$1,131,535.37. The Tenant Improvement Allowance of \$733,920.00 have been amortized over the firm term (60 months) of the lease at 7.0% and included in the rent, and the remainder of the approved improvements, \$397,615.37 will be paid via a lump sum payment.

When the work is completed, submit your invoice directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102 or to the GSA Finance Website at www.finance.gsa.gov. Your invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and the following Pegasus Document Number ("PDN"): PS0029019. Submit invoice only after the Government accepts the space.

The Government will process the invoice for payment per 552.270-31 PROMPT PAYMENT (JUN 2011) as outlined in the GENERAL CLAUSES, GSA Form 3518B, which is attached to the lease.

5. SECTION 1.04 BROKER COMMISSION AND COMMISSION CREDIT is deleted and replaced with the following:

A. **Savills Studley, Inc. (f/k/a Studley, Inc.)** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Savills Studley, Inc.** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$42,242.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$42,242.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$42,242.48 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS:


LESSOR

&


GOVT