

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
Lease Amendment

LEASE AMENDMENT
NO. 1

DATE

5/21/14

TO LEASE NO.
GS-05P-LMN19002

ADDRESS OF PREMISES **1010 WEST GERMAIN STREET, SUITE 300
ST. CLOUD, MN 55306-4131**

THIS AGREEMENT, made and entered into this date by and between **THE DAVID T. BISHOP TRUST, THE BEATRICE H. BISHOP TRUST, AND OLYMPIK VILLAGE PARTNERS LLLP**

whose address is **C/O BISHOP MANAGEMENT COMPANY
922 N. BROADWAY, ROCHESTER MN 55906-6816**

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

WHEREAS, the Government has received a final cost proposal to construct the tenant improvements as shown in the Bid Documents which includes the Construction Drawings and TICS Table included in Attachment No. 1; and

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 as follows:

Lease Amendment No. 1 to Lease GS-05P-LMN19002, is hereby issued to provide **NOTICE TO PROCEED** for an amount not exceed **\$115,164.64** to construct the **Tenant Improvements** as described in Attachment No. 1 to LA No. 1.

The amount stated above includes all labor, materials and fees to construct the Tenant Improvements as described in the Construction Drawings and TICS Table in Attachment No. 1. This cost excludes shell costs, blast protection window film costs, and certain security improvements.

It shall be noted that this notice to proceed obligates a total of **\$115,164.64** of the total TI Allowance of **\$121,127.86**. The balance of **\$5,963.22** shall remain available should the Government decide to construct Tenant Improvements as later defined. Any unused portion of the TIA allowance will be returned to the Government.

Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advanced in writing by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to the work described in Attachment # 1. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

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

_____ times as of the above date.

5/21/14 *Olympik Village Partners*

_____ MINISTRATION

_____ Contracting Officer

(Official Title)