

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-05P-LMN19225
ADDRESS OF PREMISES: 5600 American Boulevard W Bloomington, MN 55437-1173	PDN Number: PS0038460 DUNS #: 080370381

THIS AGREEMENT, made and entered into this date by and between

Boyd Bloomington II GSA, LLC

whose address is: 303 W. Madison St., Suite 1925
Chicago, IL 60606-3304

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 provide for design work for various alterations to the Government's space on the 9th and 10th floors of the subject building.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- A. "Lessor shall provide design and construction management services as outlined in this Lease Amendment (LA). This LA consists of the following documents hereto attached and incorporated into the lease contract:
 - a. This GSA Lease Amendment Form
 - b. Lessor's final proposal dated May 3, 2017
 - c. Alteration Scope of Work (SOW) dated March 23, 2017"
- B. "The total cost to the Government for the above design and construction management services is \$15,899.00 and shall be paid via a one-time lump-sum payment to the Lessor upon completion of the work."
- C. "The Lessor must submit to GSA complete DIDs conforming to the requirements of the alteration scope of work and other Government-supplied information related to the tenant agency's interior alteration requirements not later than 20 Working Days following Notice to Proceed (NTP) provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two

This Lease Amendment contains 9 pages.

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:

Signature: [Redacted]

Name: Amanda Jacobson

Title: Authorized Signer

Entity Name: Boyd Bloomington II GSA, LLC

Date: 6/2/17

FOR THE GOVERNMENT:

Signature: [Redacted]

Name: Kyle Corey

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 6-6-17

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: T. Johnson

Title: AVP Asset Management

Date: 6/2/17

meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval."

- D. "For the purposes of this Lease Amendment, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:
1. Generic furniture layout, wall, door, and built-in millwork locations;
 2. Telephone, electrical, and data outlet types and locations;
 3. Information necessary for calculation of electrical and HVAC loads;
 4. All finish selections."
- E. "The Lessor must complete CDs conforming to the approved DIDs not later than 20 Working Days following the approval of DIDs by the Government. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies)."
- F. "The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements."
- G. "The Lessor agrees to provide construction administration services including, but not limited to, review of shop drawing submittals, two progress site visits, and a final project punchlist walkthrough."
- H. "Upon completion of the work, the Lessor shall notify the Lease Contracting Officer (LCO) and provide an advance copy of an invoice in the amount of \$15,899.00 for review and approval. Upon approval by the LCO, the Lessor may then submit the invoice to the GSA Finance Office at <http://www.finance.gsa.gov>, or to the following address:

GSA, Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

For an invoice to be considered proper, it must:

- 1) be received after the execution of this Lease Amendment,
- 2) reference the Pegasys Document Number (PDN) specified on this form (PS0038460),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the Lessor's name and address listed above.

Payment in the amount of \$15,899.00 will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later."

INITIALS:

AS
LESSOR

&

[Signature]
GOV'T