

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-05P-LMN18467
ADDRESS OF PREMISES 9360 Ensign Avenue South Bloomington, MN 55438-1455	PDN Number. PS0031035

**THIS AMENDMENT** is made and entered into between **BLOOMINGSA Venture LLC**

whose address is: 101 W. 2<sup>nd</sup> Street  
Suite 300 Davenport, IA 52801-1814

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 Change Order #1.

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 upon execution by the Government, as follows:

1. This Lease Amendment represents your Notice to Proceed (NTP) with Change Order #1, attached as "Exhibit A", in the amount of \$2,077.25. The Total Tenant Improvement cost approved to date is \$2,044,545.49 (Phase 1 TI of \$380,657.74, plus Phase 2 TI of \$932,732.46, plus Phase 3 TI of \$729,078.04, plus CO #1 of \$2,077.25). Of the \$2,044,545.49 Tenant improvement costs, only \$1,743,715.74 are amortized into the rent for ten (10) years at the rate of 4.75% as described in the Lease. The remaining \$300,829.75 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 \$421,182.75 (TI of \$300,829.75 and BSAC of \$120,353.00), upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.


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](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address.

This Lease Amendment contains 4 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:   
Name: \_\_\_\_\_  
Title: MANAGER  
Entity Name: BLOOMINGSA VENTURE LLC  
Date: 3/3/15

FOR THE GOVERNMENT:

Signature:   
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 4-2-2015

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Arcen M. Kiedl  
Title: Bookkeeper  
Date: March 31, 2015

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: GSA LEASE CONTRACTING OFFICER – CHRISTINE REYNOLDS  
327 S CHURCH ST  
ROCKFORD IL 61101-1316

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 # PS0031035

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 GOVT