# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-05P-LMN18467 LEASE AMENDMENT ADDRESS OF PREMISES: 9360 Ensign Avenue South Bloomington, MN 55438-1455 Bloomington, MN 55438-1455

THIS AGREEMENT, made and entered into this date by and 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 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 April 8, 2015, as follows:

Lease Term of GSA Form L201C is hereby deleted and replaced with:

#### "LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning April 8, 2015 and continuing for a period of 15 Years, 10 Years Firm expiring April 7, 2030, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."

This Lease Amendment contains 3 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	2000	FOR THE COVERNMENT	
Signature Name: Title: Entity Name: Date:	MOUNTER DENTINE LC.	Signature Name: Christine M. Keynol Title: Lease Contracting Officer GSA, Public Buildings Service, Date 4-9-305	d

#### WITNESSED FOR THE LESSOR BY:

Signature:	
Name:	Karen Kiedl
Title:	Bookkeeper
Date	4-8-15

Paragraph 1.03 of the Lease is hereby deleted and replaced with:

## "1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	FIRM TERM (4/8/15 – 4/7/25) ANNUAL RENT	Non Firm Term (4/8/25 – 4/7/30) Annual Rent
SHELL RENT <sup>1</sup>	\$ 562,292.13	\$ 732,416.54
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 219,389.58	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 181,389.32	\$ 181,389.32
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$ 17,803.15	\$ 0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$ 980,874.18	\$ 913,805.86

Shell rent (Firm Term) calculation: \$14.75561262 per RSF multiplied by 38,107 RSF

<sup>3</sup>Operating Costs rent calculation: \$4.76 per RSF multiplied by 38,107 RSF

- Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 36,998 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- 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.
- THIS PARAGRAPH WAS INTENTIONALLY DELETED D
- E 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.
- 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 Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.
- Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the G. following:
  - The leasehold interest in the Property described in the paragraph entitled "The Premises." 1.
- 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;
- 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.
- INTENTIONALLY DELETED" H.

Lease Amendment Form 09/12

<sup>&</sup>lt;sup>2</sup>The Tenant Improvement Allowance of \$1,743,715.74 is amortized at a rate of 4.75 percent per annum over 10 years.

<sup>&</sup>lt;sup>4</sup>Building Specific Amortized Capital (BSAC) of \$141,500.00 are amortized at a rate of 4.75 percent per annum over 10 years

## Paragraph 1.05 of the Lease is hereby deleted and replaced with:

### "1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after April 7, 2025, the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

## Paragraph 1.08 of the Lease is hereby deleted and replaced with:

# "1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The date of substantial completion of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC) is established as April 8, 2015. The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$2,044,545.49, and Building Specific Amortized Capital (BSAC) in the amount of \$261,853.00, for a total of \$2,306,398.49.

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.

Of the BSAC costs of \$261,853.00 only \$141,500.00 are amortized into the rent for ten (10) years at the rate of 4.75% as described in the Lease. The remaining \$120,353.00 shall be paid to Lessor upon completion as described herein.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$421,182.75 (TI payment of \$300,829.75, and BSAC payment 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 <a href="https://www.finance.gsa.gov">www.finance.gsa.gov</a>. 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: 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.

INITIALS:

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