

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No 1
	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. 2nd 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 Phase 3 of the Tenant Improvements and approved Building Specific Amortized Capital work

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 the construction of Phase 3 of the Tenant Improvements in the amount of \$729,078.04. The Total Tenant Improvement cost approved to date is \$2,042,468.24 (Phase 1 TI of \$380,657.74, plus Phase 2 TI of \$932,732.46, plus Phase 3 TI of \$729,078.04). Of the \$2,042,468.24 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 \$298,752.50 shall be paid to Lessor upon completion as described herein.
2. Additionally, this Lease Amendment represents your Notice to Proceed (NTP) with the construction of Phase 3 Building Specific Amortized Capital Costs in the amount of \$261,853.00. Of the \$261,853.00 Building Specific Amortized Capital Costs, 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.

This Lease Amendment contains 2 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.

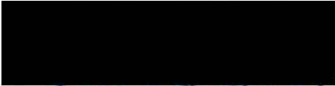
FOR THE LESSOR:

Signature: 
 Name: Michael H. [Redacted]
 Title: Manager
 Entity Name: BloomingsA Venture LLC
 Date: 2/5/15

FOR THE GOVERNMENT:

Signature: 
 Name: CHRISTINE M. REYNOLDS
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 2-10-15

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Karen M. Kiper
 Title: Bookkeeper
 Date: Feb 5, 2015

3. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$419,105.50, 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. 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.

4. Estimated completion date of the Phase 3 Tenant Improvements and Building Specific Amortized Capital is on or before April 1, 2015.
5. All other terms and conditions of the lease shall remain in force and effect.

INITIALS:


LESSOR

&


GOVT