

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-05P-LMN18467
LEASE AMENDMENT	
ADDRESS OF PREMISES: 9360 Ensign Avenue South Bloomington, MN 55438-1455	PDN Number PS0031035

THIS AGREEMENT, made and entered into this date by and 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 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 LESSOR:

Signature: 
Name: _____
Title: Manager
Entity Name: Bloomingsa Venture LLC
Date: 4/8/2015

FOR THE GOVERNMENT:

Signature: 
Name: CHRISTINE M. REYNOLDS
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4-8-2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Karen Reed
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)

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

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

¹Shell rent (Firm Term) calculation: \$14.75561262 per RSF multiplied by 38,107 RSF

²The Tenant Improvement Allowance of \$1,743,715.74 is amortized at a rate of 4.75 percent per annum over 10 years.

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

⁴Building Specific Amortized Capital (BSAC) of \$141,500.00 are amortized at a rate of 4.75 percent per annum over 10 years

B. 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.

C. 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.

D. THIS PARAGRAPH WAS INTENTIONALLY DELETED

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.

F. 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.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. 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;

3. 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.

H. INTENTIONALLY DELETED"

INITIALS: mtj & CR
LESSOR GOV'T

