| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  | LEASE AMENDMENT No. 5                      |  |
|---|--|--|
| LEASE AMENDMENT   | TO LEASE NO. GS-05P-LMN19002               |  |
| ADDRESS OF PREMISES<br>GERMAIN PLAZA<br>1010 WEST GERMAIN STREET, SUITE 300<br>ST. CLOUD, MN 55306-4131 | PDN Number: PS0029229<br>DUNS #: 832491570 |  |

## THIS AMENDMENT is made and entered into between

THE DAVID T. BISHOP TRUST, THE BEATRICE H. BISHOP TRUST AND OLYMPIK VILLAGE PARTNERS LLLP

whose address is:

C/O BISHOP MANAGEMENT COMPANY

922 N. BROADWAY, Rochester MN 55906-6816

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 account for change order #6.

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 **August 19, 2014** as follows:

- A. Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services, and associated work to perform the necessary security improvements under change order #6 as outlined in this Lease Amendment (LA). This LA consists of the following documents hereto attached and incorporated into the lease contract:
  - 1. This GSA Lease Amendment form (Pages 1-2)
  - 2. Lockset Back Plate Specification (Page 3)
  - 3. Lessor's Proposal dated August 13, 2014 (Page 4)
  - 4. Shingobee Builders, Inc. Change Order #6 Proposal dated August 13, 2014 (Page 5)

| B.  | The Government has reviewed and accepts the | attached proposal received on August 13, 2014 for design change order #6 |
|-----|---|--|
| whi | ch adds security conversion kits            | to   |
|     | The total cost for these changes of         | has been found to be fair and reasonable, and by letter dated August 19  |

This Lease Amendment contains 5 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 L                     | FOR TI   |
|-------------------------------|--|
| Signature:<br>Name:<br>Title: | Signatu Name: Title: Lease Contracting Oncer       |
| Entity Name.  Date:  8-16-14  | GSA, Public Buildings Service, SPSCA Date: 8 27 19 |

## WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Date:

8-26-14

2014, the Government authorized you to proceed with the work. The total approved cost of shall be paid via a one-time lump sum payment to the Lessor upon the Government's inspection, acceptance, and approval of said improvements.

- C. Miscellaneous All Security Requirements of the Internal Revenue Service shall be adhered to during the length of the renovations.
- D. The Lessor shall complete all improvements required by this Lease Amendment within thirty (30) calendar days from August 19, 2014.
- E. Upon completion of the work, the Lessor shall notify the Lease Contracting Officer (LCO) to arrange for an inspection. After inspection and acceptance of such work by the Government, an advance copy of an invoice in the amount of must be sent to the LCO 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 (PS0029229),
- 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 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.

F. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall vest with the Lessor and all rights of restoration shall be waived.

NITIALS:

LESSOR

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GOV'T