

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-05P-LMN19281
ADDRESS OF PREMISES 250 Marquette Avenue Minneapolis, MN 55401-2183	PDN Number: N/A

THIS AMENDMENT is made and entered into between **FRM Associates, LLC**

whose address is: 250 Marquette Avenue, Suite 200
Minneapolis, MN 55401-2183

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 remove the requirement for shatter-resistant exterior window film and to make the associated reduction in the annual rent.*

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. Section 1.03 sub paragraph A – RENT AND OTHER CONSIDERATION (SEP 2013) is hereby deleted in its entirety and replaced with the following in lieu thereof:


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

(see following page)

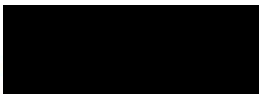
This Lease Amendment contains 2 pages

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR: *FRM Associates LLC*

Signature: 
Name: Eugene M. Renak
Title: Vice President
Entity Name: FRM Associates LLC
Date: 11-14-16

FOR THE GOVERNMENT:

Signature: 
Name: Emily Kelly
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/22/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Denise Hennum
Title: Accounting Manager
Date: 11/14/16

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$916,447.55	\$1,003,862.34
TENANT IMPROVEMENTS RENT ²	\$460,494.68	\$0.00
OPERATING COSTS ³	\$287,580.00	\$287,580.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$1,664,522.23	\$1,291,442.34

¹Shell rent calculation:

(Firm Term) \$20.29424583 per RSF multiplied by 45,158 RSF

(Non Firm Term) \$22.23 per RSF multiplied by 45,158 RSF

²The Tenant Improvement Allowance of \$1,949,583.83 is amortized at a rate of 6.75 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.36830683 per RSF multiplied by 45,158 RSF"

2. **Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) is hereby deleted in its entirety and replaced with the following in lieu thereof:**

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

- A. Jones Lang LaSalle (Broker) is the authorized real estate broker representing GSA in connection with this Lease transaction. The total amount of the commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month for the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Note: Shell rent for the first three months is 100% abated

Month 4 Rental Payment of \$138,710.19 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment of \$138,710.19 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration"

3. **Exhibit C to the Lease- "Security Requirements- Facility Security Level II" is hereby modified as follows:**
- A. The Paragraph titled "SHATTER-RESISTANT WINDOW PROTECTION" on Page 68 is hereby deleted in its entirety.
4. **Exhibit D to the Lease- "SECURITY UNIT PRICE LIST (FSL II)" is hereby modified as follows:**
- A. Within the row labeled "SHATTER-RESISTANT WINDOW PROTECTION" on page 71, all costs are hereby deleted
- B. Within the row labeled "TOTAL COSTS," the existing figure is hereby deleted and revised to state [REDACTED]

All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

[Signature]
LESSOR

&

[Signature]
GOVT