

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2  TO LEASE NO. GS-05P-LMN19281
ADDRESS OF PREMISES 250 Marquette Avenue Minneapolis, MN 55401-2183	PDN Number: <b>PS0037907</b>

**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.

**WHEREAS**, this Lease Amendment provides for a Notice to Proceed for Construction of the Tenant Improvements (TIs)

**WHEREAS**, this Lease Amendment establishes the total cost of the Tenant Improvements (excluding security related improvements); restates the Tenant Improvement Allowance; and provides for the method of payment of the total TI costs, including amortization for the amount up to the allowance and lump sum payment for the amount over the allowance.


**WHEREAS**, all other terms and conditions of this lease shall remain in full force and effect

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 the full execution of this amendment as follows:


This Lease Amendment contains 2 pages. In addition the following attachments are incorporated in this Lease Amendment: DID/CD drawings (Architectural-25 pages) (MEP-41 pages) dated 1/17/17; Drawing Addendum #1 (10 pages) dated 2/3/17; Drawing Addendum #2 (9 pages) dated 2/10/17; Drawing Addendum #3 (Architectural-7pages) (MEP-10 pages) dated 2/27/17; Drawing Addendum #4 (15 pages) dated 3/8/17; Drawing Addendum #5 (6 pages) dated 3/14/17; TI TICS pricing (26 pages) dated 3/8/17

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


FOR THE LESSOR: FRM ASSOCIATES, LLC

Signature:   
 Name: Eugene M. Heale  
 Title: Vice President  
 Entity Name: FRM Associates, LLC  
 Date: 3-24-2017

FOR THE GOVERNMENT:

Signature:   
 Name: JOHNSON BAZARKO  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 3/24/17

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: EMILY BOESEN  
 Title: PROPERTY ADMINISTRATOR  
 Date: 3/24/17

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction and installation of the TIs required in the leased premise as per the Construction Drawings (CDs) referenced as Gensler Architects, 250 Marquette Plaza Suite 400 and 525, Minneapolis, MN 5540 and otherwise updated in Addendums #1, #2, #3, #4, #5 as attached herein. The total cost of the TIs is **\$2,283,649.93**, attached as Exhibit A - TI. The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **150 Working Days** following issuance of this NTP.
- 2) The Government and the Lessor have agreed that the total cost of the TIs (excluding security related improvements) shall be **\$2,283,649.93**. The total TI cost of **\$2,283,649.93** includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI on or before the anticipated date of completion.

Any changes to the scope which will result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed by the Lessor, by the GSA Contracting Officer.

- 3) The Tenant Improvement Allowance (TIA) per the Lease Agreement is \$1,949,583.83.

The Allowance shall be amortized over the firm term of the lease and more specifically the first five (5) years of the term at an interest rate of 6.25%. The total amount of the TI Allowance to be amortized is \$1,949,583.83.

- 4) The Government shall pay for the total TI cost by amortizing in the rent a total cost of \$1,949,583.83. The remaining balance of \$334,066.10 [ $\$2,283,649.93$  (Total TI Cost-excluding security) –  $\$1,949,583.83$  (TI amortized) =  $\$334,066.10$ ] will be paid by a lump-sum payment.

Upon the completion of the TI construction, the acceptance of the space and improvements by the Government, and issuance of the subsequent space Acceptance Lease Amendment, The Government will pay the Lessor a one time lump sum payment of \$334,066.10.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0037907** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:


General Services Administration  
**ATTN: Jason Bazarko**  
230 South Dearborn Street, Suite 3300  
Chicago, IL 60604

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

INITIALS:

  
LESSOR

&

  
GOV'T