

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2A</u>
	TO LEASE NO. <u>GS-05P-LMN18058</u>
ADDRESS OF PREMISES 330 SOUTH 2 ND AVENUE MINNEAPOLIS, MN 55401-0221	PDN Number: <u>PS0029731</u>

THIS AMENDMENT is made and entered into between the Lessor: GPT Properties Trust
 whose address is: Two Newton Place
 255 Washington Street, Suite 300
 Newton, MA 02458-1634

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

This Lease Amendment (LA) No. 2A will serve to document, approve, and reimburse the Lessor a lump sum payment for the approved overage in tenant improvements, changeorders, and alternate items as well as wiring for their phone and data systems and other reimburseable items listed in this LA. These changes are based on the DID's dated 5/21/2014 for the [REDACTED]. These costs were found to be fair and reasonable. The costs will be paid via a lump sum payment from a Reimbursable Work Authorization (RWA) provided by the tenant, the [REDACTED].

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 21, 2014 as follows:

This Lease Amendment (LA) No. 2A is issued to reimburse the lessor for the overage in [REDACTED] tenant improvement buildout, changeorders, approved alternate buildout items and the cost of phone and data wiring within the [REDACTED] suite. Lessor will be paid via lump sum payment from a Reimbursable Work Authorization (RWA) provided by the tenant, [REDACTED]. This lump sum payment will be paid to the lessor upon completion of the buildout, inspection of the buildout, and a certified invoice provided by the lessor to GSA Finance.

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.

[REDACTED]
 Title: President and Chief Operating Officer
 Entity Name: GPT Properties Trust
 Date: Dec 17, 2014

FOR THE GOVERNMENT
 [REDACTED]
 Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 1-12-15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Executive Assistant
 Date: Dec 17, 2014

The tenant improvement allowance for [REDACTED] is \$89,025.68. [REDACTED] tenant improvements per the DID's amounted to \$113,406.11. The overage in [REDACTED] tenant improvements to be paid lump sum amounted to \$24,380.43. The changeorders and other RWA reimburseable items are listed below:

Buildout costs over [REDACTED] TI Allowance of \$89,025.68	[REDACTED] - RWA reimburseable
Phone and data cabling in Suite 410	[REDACTED] RWA reimburseable
Alternate 3 – mini blinds for sidelights	[REDACTED] RWA reimburseable
Alternate 5 – film on door lights	[REDACTED] RWA reimburseable
Total reimbursement due	\$ 24,380.43

The changeorders, alternates, cabling, and TI overage amounted to \$24,380.43. The total of \$24,380.43 includes lessor fees. The above costs for above items were found to be "fair and reasonable" based on an independent government cost estimate.

The Government shall pay the tenant improvement cost of \$24,380.43 for the resolution of changeorders, alternate costs, wiring, and TI overage costs associated with the buildout of [REDACTED]'s new space under this lease. After inspection by the Government and approval from the Contracting Officer, the Lessor must submit its invoice directly to: GSA, Greater Southwest Finance Center (7BCP), P. O. Box 17181, Fort Worth, Texas 76102 or to the GSA Finance website at: WWW.FINANCE.GSA.GOV. The invoice must include the following PDN number PS # 0029731 at the top of your invoice. The Lessor will provide a certified invoice to GSA Finance for his one-time lump sum payment and provide a copy to the Lease Contracting Officer. The lessor will be paid via electronic payment into their account based on lessor's financial information in the SAM database.

All other terms and conditions remain the same.

INITIALS:  LESSOR &  GOVT