

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 2	
	TO LEASE NO. GS-05P-LMN19326	
ADDRESS OF PREMISES 250 MARQUETTE AVENUE MINNEAPOLIS, MINNESOTA, 55401-2183	PDN Number: PS0036610	Page 1 of 2

THIS AMENDMENT is made and entered into between
FRM ASSOCIATES, LLC

whose address is: 250 MARQUETTE AVENUE
Minneapolis, Minnesota 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 formally issue a Notice to Proceed with Tenant and Security Improvement and provide Lump Sum payment procedures.

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 Govt Execution, as follows:

A. NOTICE TO PROCEED FOR TENANT IMPROVEMENTS


The Government has reviewed the Tenant Improvement Pricing Proposal dated October 17, 2016, based on the 100% Construction documents dated, July 12, 2016, completed by Gensler Architecture, and approves the Tenant Improvement price of **\$2,735,664.32**. The Lessor shall amortize the amount of **\$1,582,802.00** into the rent at the rate of 6.75% percent over ten (10) years. The remaining amount not to exceed **\$1,152,862.32** will be paid via a one-time lump sum payment by The Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor


B. NOTICE TO PROCEED FOR BUILDING SPECIFIC SECURITY COSTS (BSAC)


The Government has reviewed the Building Specific Security Pricing Proposal dated October 17, 2016, and approves the Building Specific price of **\$348,374.16**. This amount is less than the allowance allotted in the lease. This amount per the lease will be amortized into the rent at the rate of 6.75% percent over ten (10) years. A subsequent lease amendment will be issued to adjust the Annual Full Service rent at the time of beneficial occupancy and space acceptance by the Government.

****The total lump sum payment, inclusive of Tenant Improvements shall be \$1,152,862.32 ****

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:
FRM Associates LLC
Signature: 
Name: _____
Title: *Vice President*
Entity Name: *FRM Associates, LLC*
Date: *10-24-2016*

FOR THE GOVERNMENT:

Signature: _____
Name: *Christine Reynolds*
Title: *Lease Contracting Officer*
Entity Name: *GSA, Public Buildings Service*
Date: *10-27-2016*

WITNESSED FOR THE LESSOR BY:
Signature: 
Name: *EMILY BOSSER*
Title: *Property Administrator*
Date: *10/24/16*

C. LUMP SUM PAYMENT PROCEDURE

A properly executed original invoice, in the amount of **\$1,152,862.32**, shall be forwarded to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy will be provided to the GSA Lease Contracting Officer. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

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

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration
Attn: Christine Reynolds
R5 PBS Real Estate Division
230 South Dearborn Street, Suite 3300 Chicago, Illinois 60604
For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN): PS0036610
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.
6. Include the lease number.
7. Include invoice date.
8. Include description, price, and quantity of work or services delivered.
9. Name, title phone number and mailing address of person to be notified in the event of a defective invoice

INITIALS: PK & CR
LESSOR GOVT