

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. 2</p>
<p>ADDRESS OF PREMISES TBD AMERICAN AVE JEROME, IDAHO 83338-0000</p>	<p>TO LEASE NO. GS-10P-LID07401 BLDG NO ID4412</p> <p>PDN Number: PS0036671, PS0039704</p>

THIS AMENDMENT is made and entered into between
ACQUEST DEVELOPMENT COMPANY, LLC
whose address is: 80 CURTWRIGHT DRIVE, SUITE 5
WILLIAMSVILLE, NY 14221-7055

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 LEED requirements, amend the number and distribution of parking stalls, reduce the interior and exterior foot-candle requirements, revise the construction completion date, revise change order procedures, issue notice to proceed (NTP 2) for Tenant Improvements, and to memorialize design fees for NTP 2.

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 October 17, 2017, as follows: Paragraphs 1.02(A), 3.45(B)(F), 4.01(I), 4.05(J), 7.03, 7.05, 7.06, and 7.07 are hereby deleted and replaced below and Paragraph 3.50 is hereby deleted in its entirety.

This Lease Amendment contains 4 pages and Exhibit 2-A (1 page)

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:

Signature: [Redacted]
Name: Michael Hunter
Title: Manager
Entity Name: Acquest Development Company LLC
Date: 10/24/17

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Francis Manning
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10-25-17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

- A. Parking: 142 parking spaces reserved for the exclusive use of the Government, defined as follows: 65 full-sized reserved and marked spaces for employees (of which Two (2) shall be ADA accessible and located nearest to the entrance providing a barrier-free access route), 12 spaces for visitors (of which two (2) shall be ADA accessible and located nearest to the entrance providing a barrier-free access route), and a parking area large enough to accommodate 2 pull-through RV spaces (12 X 40ft spaces). Additionally, 65 secured Government Vehicle parking spaces shall be located within the ware-yard requirement (of which two (2) shall be ADA accessible and located nearest to the entrance providing a barrier-free access route). Bicycle rack parking for 6 bicycles is required.

3.45 LIGHTING: INTERIOR AND PARKING - shell (SEP 2013)

- B. Lighting Levels: Fixtures shall have a minimum of two tubes and shall provide 30 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- F. Building Perimeter:
1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 0.5 foot-candles throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1.

3.50 INTENTIONALLY DELETED**4.01(I) CONSTRUCTION OF TIs AND COMPLETION OF OTHER REQUIRED CONSTRUCTION WORK:**

WGA The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than ~~February 6, 2018~~.

March 30,

4.05 (J) INTENTIONALLY DELETED**7.03 CHANGE ORDER PROCEDURES**

- A. The General Conditions will not exceed 10% of the total subcontractor's costs
- B. The General Contractor's fee will not exceed 10% of the total subcontractor's costs plus General Conditions for the Change Order
- C. The Architectural/Engineering fees for construction changes will not exceed 7% of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- D. Changes within the scope of the Lease that occur during design, through 100% CDs, shall be accommodated within negotiated cost of the Lease. Design changes outside of the scope of the Lease that occur during design shall not exceed the following rates:

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- Architecture Rate/Hour: \$ 125
- Engineering Rate/Hour: \$ 125

- E. The Lessor's Project Management fee will not exceed 8% of the total costs.
- F. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager on a Price Request form.
- G. Price quotations shall be supplied by the Lessor to the Government within one week of the written request on a Change Order form.
- H. Notification of change order approval status shall be given within three weeks of the date the price quotation was received by the Government.
- I. Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of the Lease. Written approval shall be in the form of a signed Change Order form. All Change Orders will subsequently be memorialized in the Lease via Lease Amendment. Change Orders will be grouped to prevent excessive Lease Amendments.

7.05 TENANT IMPROVEMENTS TO BE PAID VIA TI ALLOWANCE

The total Tenant Improvement Allowance (TIA) of \$537,438.33 is set forth in Paragraph 1.03. Per the table below and referenced exhibits, the Government has reviewed the Lessor's TI pricing and determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This LA serves as the Lessor's notice to proceed with the TIs as outlined in the table below and on the referenced exhibits.

TENANT IMPROVEMENT ALLOWANCE COSTS	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT
TI Allowance to be Amortized	\$537,438.33	Lease	N/A	N/A
Approved TIA Costs at NTP1	(\$275,433.10)	1	NO	1-A
TIA Balance following NTP1	\$262,005.23	1	N/A	N/A
Approved TIA Costs at NTP2	(\$262,005.23)	2	NO	2-A
TIA Balance following NTP2	\$0.00	N/A	N/A	N/A

7.06 TENANT IMPROVEMENTS TO BE PAID VIA LUMP SUM ID PS0036671 (DESIGN)

Per the table below and referenced exhibits, the Government has reviewed the Lessor's TI design pricing and determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This LA serves as the Lessor's notice to proceed (Notice to Proceed) with the TI design as outlined in the table below and on the referenced exhibits. Upon completion of the work outlined below by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in the table below, and per the instructions outlined in Paragraph 7.08.

TI DESIGN COSTS	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT	Lump Sum ID
Design fees approved at NTP1	\$16,759.66	1	Yes	1-A	PS0036671
Design fees approved at NTP2	\$75,919.73	2	Yes	2-A	PS0036671

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CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT	Lump Sum ID
1	Not approved	Not approved	NA	NA	NA	NA
2	Redesign of front entry		1	Yes	1-B	PS0036671
3	Redesign of interior office space, design for motorized gate		1	Yes	1-C	PS0036671
Total Design Lump Sum Payment including TI Overages and Change Orders		\$109,365.39				PS0036671

7.07 TENANT IMPROVEMENT TO BE PAID VIA LUMP SUM ID PS0039704 (TI OVERAGE)

Per the table below and referenced exhibits, the Government has reviewed the Lessor's TI pricing and determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. The LA serves as the Lessor's notice to proceed (Notice to Proceed) with the TIs as outlined in the table below and on the referenced exhibits. Upon completion of the work outlined below by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in the table below, and per the instructions outlined in Paragraph 7.08.

TENANT IMPROVEMENT OVERAGE COSTS		AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT	Lump Sum ID
Remaining TI at NTP to be paid Lump Sum		\$886,001.35	2	NO	2-A	PS0039704
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT	LUMP SUM ID
RESERVED						
Total Lump Sum Payment including TI Overages and Change Orders		\$886,001.35				PS0039704

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT

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