

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-10P-LID07401 BLDG NO ID4412
ADDRESS OF PREMISES TBD AMERICAN AVE JEROME, IDAHO 83338-0000	PDN Number: PS0036671

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 delete the requirement for a 3-sided parking structure; to revise the construction completion date; to issue a partial notice to proceed (NTP1) for tenant improvements within the Tenant Improvement Allowance, to memorialize design fees for NTP1 and change orders one (1) and two (2), and to provide lump sum payment invoicing instructions.

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 June 21, 2017, as follows: Lease Exhibit B (ASRs), page 11, paragraph 8 is hereby modified; Paragraph 4.01(I) is deleted and replaced below; and Paragraphs 7.05 7.06, 7.07, and 7.08 are hereby added to the Lease.

Exhibit B, Agency Special Requirements, Page 11, Paragraph 8: The Government hereby waives the requirement for a 3-sided parking structure. The remaining requirements from Paragraph 8 are unchanged.

This Lease Amendment contains 3 pages and Exhibit 1-A – 1-C (3 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.

FOR THE LESSOR:

Signature: [Redacted]
Name: Michael C. Huntress
Title: Manging Member
Entity Name: Acquest Development Company, LLC
Date: July 21, 2017

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Frances Manning
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8-2-2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Omar M. Abu-Sitta
Title: Director of Development
Date: July 21, 2017

4.01(I) CONSTRUCTION OF TIS AND COMPLETION OF OTHER REQUIRED CONSTRUCTION WORK:

The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 140 Working days following issuance of this NTP1. If the Government does not issue NTP2 by July 13, 2017, the Government and Lessor will renegotiate the construction completion date.

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 (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	RESERVED	N/A	N/A	N/A
TIA Balance following NTP2	RESERVED	N/A	N/A	N/A

7.06 TENANT IMPROVEMENTS TO BE PAID VIA LUMP SUM ID PS003677 (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		RESERVED	N/A	N/A	N/A	N/A
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		\$33,445.66				PS0036671

INITIALS:


LESSOR

&


GOVT

7.07 TENANT IMPROVEMENTS TO BE PAID VIA LUMP SUM ID TBD (TI OVERAGE) – RESERVED FOR NTP2

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 (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		RESERVED	N/A	N/A	N/A	TBD
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT	Lump Sum ID
RESERVED						
Total Lump Sum Payment including TI Overages and Change Orders		RESERVED				TBD

7.08 LUMP SUM PAYMENT PROCEDURES

Upon completion of the work outlined above by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amounts specified in Paragraphs 7.06 and 7.07. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy electronic copy to the GSA Contracting Officer at frances.manning@gsa.gov.

A proper invoice must include the following:

- Invoice date;
- Name of the Lessor as shown on the Lease;
- Lease contract number, building address, lump sum ID as specified in Paragraphs 7.06 and 7.07, a description, price, and quantity of the items delivered tied to the lump sum ID; and
- GSA PS number as specified as the lump sum ID in Paragraphs 7.06 and 7.07

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign.

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

INITIALS: mea & sn
LESSOR GOVT