

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 2</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-10B-06879 Bldg# ID4377</b>
<b>ADDRESS OF PREMISES</b> 2190 Channing Way, Idaho Falls, ID 83404-8034	<b>PDN Number:</b> <u>PS 0026141</u>

**THIS AMENDMENT** is made and entered into between CHANNING SQUARE PROPERTIES, LLC

whose address is: 2630 LEGENDS CIRCLE  
IDAHO FALLS, ID 83404-8034

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 order Tenant Improvements (TI's) which exceed the Tenant Improvement Allowance (TIA).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 2, 2013 as follows:

Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

**Paragraph 21 is hereby added.**

**21. NOTICE TO PROCEED FOR TI COSTS OVER THE TENANT IMPROVEMENT ALLOWANCE AND LUMP SUM PAYMENT**

The Government has reviewed the Lessor's TI cost proposal and determined that the proposal is fair and reasonable. This LA serves as the Lessor's Notice to Proceed for the construction of TIs in the amount of \$475,285.57. Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work.

The total cost for Tenant Improvements in the amount of \$475,285.57 exceeds the TIA of \$228,093.00, which is stated in the Lease and amortized into the rental rate. The costs for TIs over the TIA in the amount of \$247,192.57 will be paid via lump sum, upon completion, inspection, and acceptance of the space; and upon receipt of an original invoice by the Contracting Officer.

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.

**FOR THE LESSOR:**

Signature: 

Name: DIXIE MURPHY

Title: MANAGER

Entity Name: CHANNING SQUARE PROPERTIES, LLC

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GSA, Public Buildings Service,

Date: \_\_\_\_\_

**LINDSEY D. SNOW**

**CONTRACTING OFFICER**

Lease Contracting Officer

APR 11 2013

**WITNESSED FOR THE LESSOR BY:**

Signature: 

Name: ALLEN MURPHY

Title: MANAGER

Date: CHANNING SQUARE PROPERTIES, LLC

In a separate correspondence dated March 13, 2013, the Government issued a Partial Notice to Proceed for Tenant Improvements in the amount of **\$59,953.44**. Additional authorization for the full TI Cost is hereby issued.

The original invoice should be sent electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) **AND** must be sent directly to the GSA Finance Office at the following address:

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

A copy of the original invoice should be sent (electronic email ok) to the Contracting Officer at:

**Hilda Gonzalez  
Lease Contracting Officer  
GSA  
400 N. 15th St. SW  
Auburn, WA 98001**

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered
- GSA PDN#/PS 0026141

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

**All other terms and conditions remain in full force and effect.**

INITIALS:

LESSOR

&amp;

GOV'T