

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3	
LEASE AMENDMENT	TO LEASE NO. GS-10B-07320	BLDG NO. ID4252
ADDRESS OF PREMISES Exchange Plaza, 1820 E. 17 <sup>th</sup> Street Idaho Falls, ID 83404	PDN Number: N/A	

THIS AGREEMENT, made and entered into this date by and between Infinite Investments, LLC

Whose address is 1820 E. 17<sup>th</sup> Street, Suite 320, Idaho Falls, ID 83404-6469

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

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective December 1, 2013, as follows:

Lease Amendment (LA) Number 3 has been prepared and issued to add Block C which consists of 170 RSF, 170 ABOA office space through the addition of Suite # 160. In order to accomplish this, Section 1.01, THE PREMISES, second paragraph, Section 1.03, RENT AND OTHER CONSIDERATION, Section 1.05, TERMINATION RIGHTS, Section 1.06, RENEWAL RIGHTS, and Section 1.08, PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, are hereby deleted in their entirety and replaced below.

Section 1.01 – THE PREMISES, second paragraph

The Premises are described as follows:

Office and Related Space: 2,090 rentable square feet (RSF), yielding 1,929 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 7.7027%), as further described on the following table:

	RSF	ABOA	Floor	Suite #
Block A	1,533	1,395	1st	100
Block B	387	364	2nd	250
Block C	170	170	1st	160

This Lease Amendment contains 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: 

Name: Travis Johnson

Title: Managing Member

Entity Name: Infinite Investments, LLC

Date: 4-2-13

FOR THE GOVERNMENT:

Signature: 

Name: Michael J. O'Brien

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 4/11/13

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: K. Darby Smith

Title: Managing Member

Date: 4-2-2013

## Section 1.03 – RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

YEARS - FEBRUARY 29, 2012 - DECEMBER 15, 2016				
BLOCKS	SHELL RENTAL RATE	OPERATING COSTS <sup>1</sup>	BUILDING SPECIFIC SECURITY COSTS <sup>2</sup>	ANNUAL RENT
BLOCK A	\$13,781.67	\$7,996.54	\$240.81	\$22,019.02
BLOCK B	\$3,479.13	\$2,018.70	\$0.00	\$5,497.83
BLOCK C	\$1,528.30	\$886.77	\$0.00	\$2,415.07
TOTAL	\$18,789.10	\$10,902.01	\$240.81	\$29,931.92

<sup>1</sup>Not inclusive of annual CPI adjustments

<sup>2</sup>Building Specific Security Costs are amortized at a rate of 5.5 percent per annum over 5 years.

YEARS - DECEMBER 16, 2016 - DECEMBER 15, 2021			
BLOCKS	SHELL RENTAL RATE	OPERATING COSTS <sup>1</sup>	ANNUAL RENT
BLOCK A	\$15,179.70	\$7,996.54	\$23,176.24
BLOCK B	\$3,832.06	\$2,018.70	\$5,850.76
BLOCK C	\$1,683.00	\$886.77	\$2,569.77
TOTAL	\$20,694.76	\$10,902.01	\$31,596.77

## Section 1.05 – TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term.

	End of firm term	Prior written notice requirement
BLOCK A	December 15, 2016	120 days
BLOCK B	December 15, 2014	60 days
BLOCK C	December 15, 2016	60 days

The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

## Section 1.06 – RENEWAL RIGHTS

YEARS - DECEMBER 16, 2021 - DECEMBER 15, 2026		
BLOCKS	SHELL RENTAL RATE \$10.92/RSF	OPERATING COSTS <sup>1</sup>
BLOCK A	\$16,740.36	
BLOCK B	\$4,226.04	
BLOCK C	\$1,856.40	
TOTAL	\$22,822.80	

<sup>1</sup>OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

INITIALS:

LESSOR

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GOVT

YEARS - DECEMBER 16, 2026 - DECEMBER 15, 2031		
BLOCKS	SHELL RENTAL RATE \$12.05/RSF	OPERATING COSTS <sup>1</sup>
BLOCK A	\$18,472.65	
BLOCK B	\$4,663.35	
BLOCK C	\$2,048.50	
TOTAL	\$25,184.50	

<sup>1</sup>OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

#### SECTION 1.08 – PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 7.7027%. The percentage of occupancy is derived by dividing the total Government space of 2,090 RSF by the total building space of 27,133 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$2,044.55.  
The parcel number for this property is RPA303500100C

170 RSF being added via this lease amendment is being removed from LID07015 effective December 1, 2013.

All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS:

LESSOR

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