

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 CONSISTING OF 2 PAGEs and Exhibit TO LEASE NO. GS-10P-LID07467
ADDRESS OF PREMISES Martek Building 2075 North Boulevard Idaho Falls, ID 83401-1500	PDN Number: PS0036677

THIS AMENDMENT is made and entered into between Martek [REDACTED], LLC

whose address is: **7920 Norfolk Avenue, Suite 920**
Bethesda, MD 20814

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 issue a Full Notice to Proceed for tenant and Security improvements and provide for 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 execution by the Government as follows:

The following paragraphs are hereby added to the lease:

7.9 FULL NOTICE TO PROCEED FOR TENANT AND BSAC IMPROVEMENTS

- A. The Government has reviewed the Final Tenant Improvement and BSAC Pricing Proposal submitted on October 30, 2016 in the total amount of **\$1,039,953.77** and has determined the costs to be Fair and reasonable. Of this amount **\$4,950.00** will be amortized at a rate of 7.5% percent per annum over fifteen (15) years. The remaining amount of **\$1,035,003.77** 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.

In Lease Amendment 1, a partial NTP was issued in the amount of \$1,667,473.81, minus the Tenant improvement allowance of \$308,052.00, leaving a lump sum payment of \$1,359,421.81. Therefore, the total lump sum for this project is \$2,394,425.58.

B. LUMP SUM PAYMENT PROCEDURE FOR FULL NTP

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: [REDACTED]

Title: [REDACTED]

Entity Name: MARTEK

Date: 1-5-2017

FOR THE GOVERNMENT

Signature: [REDACTED]

Name: [REDACTED]

Title: Michael J. O'Brien

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 1/6/17

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Heather Wilson

Title: Executive Assistant

Date: 1/5/2017

A properly executed original invoice, in the amount of **\$1,035,003.77** 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: Michael J. O'Brien
 Lease Contracting Officer
 GSA Public Buildings Service, Leasing Division
 400 15th Street SW (10PR)
 Auburn, WA 98001-6599

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) **PS0036677**
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.

Paragraph 7.10 is hereby added:

7.10 TENANT IMPROVEMENT PROJECT SOURCES

The Tenant Improvements (TI) for this Lease are divided into two separate project IDs and funding sources as follows:

PROJECT NAME	FUNDING SOURCE	PDN NUMBER	LUMP SUM AMOUNT
Partial TI Costs	RWA N0726698	PS0036677	\$1,359,421.81
Final TI Costs	RWA N1626386	PS0036677	\$1,035,003.77
TOTAL LUMP SUM PAYMENT			\$2,394,425.58

INITIALS:


LESSOR

&


GOVT