

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO.1

TO LEASE NO. **GS-10B-07361** BLDG NO. **ID4362ZZ**  
PDN #PS 00 271 97

ADDRESS OF PREMISES

University Plaza, 960 S. Broadway, Suite 400, Boise, ID 83705

THIS AGREEMENT, made and entered into this date by and between **PITCH FORK MANAGEMENT GROUP**

Whose address is 250 South 5<sup>th</sup> Street, 2<sup>nd</sup> Floor, Boise, ID 83702

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 which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective August 20, 2013, as follows:

Lease Amendment (LA) Number 1 is issued to delete the prior SOW attached to the lease, and incorporate the SOW attached to this LA, dated 8/9/2013 and to incorporate the remodel, alterations and moving costs of Suite 400 on the 4th floor. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A, Pages #-#. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets and schedules. As per the Lease this will be a turn-key except for the moving costs as described the payment portion on pg 2 of LA -#1

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10p-07361 with Lease Amendment 1, and GSA Form 3517 General Clauses. Lessee shall be responsible for the access system after the one year warranty has expired.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Lease Amendment. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number #1 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

Signature: \_\_\_\_\_

Name: Ben Shalt

Title: Property Manager

Entity Name: Pitch Fork Management Group

Date: 8/22/13

FOR THE GOVERNMENT

Signature: \_\_\_\_\_

Name: 8/27/13

Title: Lease Contracting Officer

Entity Name: GSA, Public Building Service

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

WITNESS

Signature: \_\_\_\_\_

Name: Barbara S. Geile

Title: Assistant Property Manager

Date: 8-22-13

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**Payment:** The Lessor has agreed to give a credit of (\$12,000.00) (for blast film agency waived) and total cost for moving and alterations is \$ 8,799.00 in accordance with Exhibit B "Revised Project Cost." Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: **GS-10B-07361**
- Building address: 960 Broadway Ave., Boise, ID 83706
- Payment reference number: **PS00 27197**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor *must* submit invoice documents electronically at [www.finance.gsa.gov](http://www.finance.gsa.gov) and inform the Lease Administration Manager of the submittal at [Lois.Peterson@gsa.gov](mailto:Lois.Peterson@gsa.gov). If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents	Copies
GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102	GSA Boise Field Office Attn: Lois Peterson 550 W. Fort. St., Boise, ID 83724

**Notice to Proceed:** Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 45 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

**Schedule:** The Lessor shall provide a schedule within 7 calendar days from receipt of the executed Lease Amendment. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

**Change Orders:** The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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

B25 / Lf  
Lessor Gov't