

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT No. 5</p>
<p>ADDRESS OF PREMISES 370 American Avenue Jerome, ID 83338</p>	<p>TO LEASE NO. GS-10P-LID07401 BLDG NO. ID4412</p> <p>PDN Number: PS0039704</p>

THIS AMENDMENT is made and entered into between

USFS JEROME, 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 memorialize change order ten (10) and accept tenant improvements.

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 August 6, 2018, as follows: Paragraph 7.07 is hereby deleted in its entirety and replaced below. Paragraph 7.11 is hereby added.


CONTINUED ON PAGE 2

This Lease Amendment contains 3 pages and Exhibit 5A(1 page).


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: Omar M. Abu-Sitta
Title: Director of Development
Entity Name: USFS Jerome LLC
Date: 8/14/18

FOR THE GOVERNMENT:

Signature: 
Name: Francis Manning
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8-21-2018

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Cindy Daumen
Title: Executive Assistant
Date: 8/14/18

7.07 TENANT IMPROVEMENT TO BE PAID VIA LUMP SUM ID PS0039704 (TI OVERAGE)

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. The LA serves to memorialize acceptance of TIs as outlined in the table below and on the referenced exhibits.

At the time of space acceptance, the Government confirmed that the work included in the TI Overage, Equitable Adjustment, and Change Orders 4 through 9, with the exception of monument signage, in the amount of \$883,829.61, had been completed. The Lessor has submitted an invoice in the amount of \$883,829.61 per the invoicing instructions in Paragraph 7.08.

Following space acceptance, the Government confirmed that monument signage, included in Change Order 9, in the amount of [REDACTED] had been completed and accepted by the Government and the Lessor submitted a second invoice in the amount of [REDACTED] per the invoicing instructions in Paragraph 7.08.

The Government confirms that Change Order 10 has been completed and accepted by the Government and the Lessor may now submit a third invoice for the lump sum payment of \$5,568.63 per the invoicing instructions 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		\$886,001.35	2	Yes	2-A	PS0039704
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT	LUMP SUM ID
4	Sidelights and blast film (relocated)	[REDACTED]	4	Yes	4-A	NA
5	Project Credit due to Value Engineering		4	Yes	4-B	PS0039704
6	Multiple Changes (electrical/conduit, bike rack, flag pole, monument signage)		4	Yes	4-C	PS0039704
7	Shark Grip Floor Sealant		4	Yes	4-D	PS0039704
8	Replace circuit breaker		4	Yes	4-E	PS0039704
NA	Equitable Adjustment - Air Compressor Shed		4	Yes	4-F	PS0039704
9	Landscape Gravel east of Warehouse		4	Yes	4-G	PS0039704
10	Hot & Cold Water Lines in Warehouse; Corner Guards; Floor Boxes		5	Yes	5-A	PS0039704
Total Lump Sum Payment including TI Overages, Change Orders, and Equitable Adjustment		\$894,990.56				PS0039704

 INITIALS:  LESSOR

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7.11 SETTLEMENT OF PROJECT COSTS:

Upon complete execution of this Lease Amendment, Lessor shall be deemed to have released the Government from any and all claims, demands for relief, remedies, or equitable adjustments, known and unknown, of any nature or description whatsoever, legal or equitable, as well as any claim for interest or payment of attorney's fees associated with Change Order 10.

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

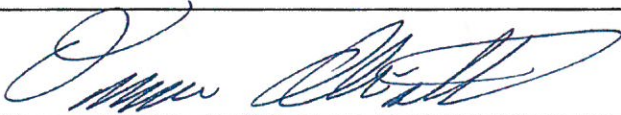
INITIALS:  & 
LESSOR GOV'T

Exhibit 5-A

Lessor: Acquest Development Company, LLC
80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055

Project: USFS Twin Falls, ID
Lease # GS-10P-LID07401
PDN: PS0039704

GSA Change Order #		10	
Change Order Description:		Various Listed Below	
CO Source/PR #		10	
Date:		May 21, 2018	
Construction Costs			
Unit Price Items (no mark-up)	Per Unit Cost	Quantity	Cost
warehouse	\$ 420.49	1.00	\$ 420.49
guards	\$ 1,135.00	1.00	\$ 1,135.00
Floor Boxes	\$ 2,795.00	1.00	\$ 2,795.00
Total Non-Unit Price Costs (see attached contractor's pricing & back-up			\$ -
Subtotal			\$ 4,350.49
Mark-up %	Type	Description of Mark-up	Cost
10.00%	General Conditions	% of Subcontractors' costs	\$435.05
10.00%	General Contractor's Fee	% of Construction Costs with General Conditions	\$435.05
8.00%	Management Fee	Overhead & Profit	\$348.04
	Taxes	Insert state taxes % in Column A (not applicable in AK and OR)	\$0.00
Total Change Order Cost:			\$ 5,568.63

Submitted by:  5/22/18
Omar Abu-Sitta, Director of Development Date

FRANCES MANNING Digitally signed by FRANCES MANNING
Date: 2018.05.30 16:01:03 -07'00'

Approved by: _____
Frances Manning, Lease Contracting Officer Date

INITIALS:  & 
LESSOR GOVT