

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 8 CONSISTING OF 2 PAGES TO LEASE NO. GS-10P-LID07467 Bldg # ID4411
ADDRESS OF PREMISES Martek Building 2075 North Boulevard Idaho Falls, ID 83401-1500	PDN Number: N/A

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

whose address is: 7920 Norfolk Avenue, Suite 920
Bethesda, MD 20814-2500

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 increase the operating rent for 24 hour HVAC for rooms 401 and 402, increase annual rent, correct real estate tax base, specify the peak BTU output and room temperature to be maintained for areas requiring 24-hour HVAC and address security equipment maintenance.

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 June 1, 2017 as follows: Paragraph 7.04 is deleted in its entirety, Paragraphs 1.03 A, 1.14 and 6.04 G are deleted in their entirety and replaced by like numbered paragraphs below and Paragraph 6.29 is added:

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

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: NICK G. TORRILLO
Title: MANAGING MEMBER
Entity Name: MARTEK [REDACTED]
Date: 10-20-2017

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Michael J. O'Brien
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/25/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

	6-1-2017-5/31/2022	6-1-2022-5/31/2027	6-1-2027-5/31/2032	6-1-2032-5/31/2037
	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$181,448.85	\$249,360.00	\$285,683.44	\$304,634.80
Tenant Improvement Rent ²	\$37,100.62	\$37,100.62	\$37,100.62	\$0.00
Operating Costs ³	\$51,069.20	\$51,069.20	\$51,069.20	\$51,069.20
Building Specific Amortized Capital (BSAC) ⁴	\$550.65	\$550.65	\$550.65	\$0.00
Parking ⁵	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Rent	\$270,169.32	\$338,080.47	\$374,403.91	\$355,703.80

¹Shell rent calculation.

(6/1/2017-5/31/2022) \$21.83 per RSF multiplied by 8,312 RSF

(6/1/2022-5/31/2027) \$30.00 per RSF multiplied by 8,312 RSF

(6/1/2027-5/31/32) \$34.37 per RSF multiplied by 8,312 RSF

(6/1/2032-5/31/2037) \$36.65 per RSF multiplied 8,312 RSF

²The Tenant Improvement Allowance of \$333,514.20 is amortized at a rate of 7.5 percent per annum over fifteen (15) years.

³Operating Costs rent calculation: \$5.95 per RSF multiplied by 8,312 plus \$1,612.80 (\$.028 per hour times 5,760 overtime hours) for 24-7 HVAC for rooms 401 and 402

⁴Building Specific Amortized Capital (BSAC) of \$4,950.00 are amortized at a rate of 7.5 percent per annum over fifteen (15) years

⁵Parking costs described under sub-paragraph H below

Effective 10/1/2017 the Government will begin paying annual of \$270,169.32 in monthly payments of \$22,514.11. Additionally the Government will make a one-time lump sum payment of \$537.60 to reconcile the rent for the period of June 1, 2017 through September 30, 2017, four months at \$134.40 per month.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$27,455.23. Tax adjustments shall not occur until the tax year following lease commencement has passed.

6.04 HEATING AND AIR CONDITIONING (SEP 2014)

G. 287 RSF of the Premises consisting of rooms 401 and 402 shall receive cooling at all times (24 hours a day, 365 days a year) for purposes of cooling the designated server rooms. The peak BTU output of these rooms is established as 1.5 BTUs per hour. The temperature of these rooms shall be maintained at 70 degrees F. with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

6.29 Security Maintenance, Repair and Replacement

The Lessor shall warranty the Security systems installed for one year from occupancy. After the first year the Government will assume full responsibility for the maintenance, repair and replacement of all security equipment, including but not limited to gates, sally port, bollards, HVAC equipment for rooms 401 and 402, fencing and electronic equipment and systems.

INITIALS:

msl
LESSOR

&

JA
GOV'T