

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6 CONSISTING OF 2 PAGES and Exhibits 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, he parties hereto desire to amend the above Lease to approve and issue Change orders 1, 2 and 3 and memorialize a settlement agreement between the Lessor and the Government as a result of the Lessor filing a Request for Equitable Adjustment.

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:

I. The Lessor submitted a Request for Equitable Adjustment on May 19, 2017. The Government has reviewed, negotiated and Lessor has agreed to a settlement on the costs related to the preparation of space for occupancy by the Government. GSA shall pay and the Lessor shall accept a lump sum payment in the amount of \$71,645.38 as shown in the Exhibit LA06 attachment (1 page).

II. THAT, upon payment of the settlement amount by the Government, Lessor shall be deemed to have released the Government, as of the date of such payment, of and from any and all claims, demands for relief, remedies, or equitable adjustment, known and unknown, of any nature or description whatsoever, legal or equitable, which relate directly or indirectly to Lease GS-10P-LID07467 originating prior to June 1, 2017, including any claim for interest or payment of attorney's fees under the Equal Access To Justice Act, 5 U.S.C. 504, and all other costs.

The following paragraph is hereby deleted and replaced with the following:

7.12 NOTICE TO PROCEED FOR CHANGE ORDERS

(except the pending equitable adjustment for the interest rate adjustment)

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: [REDACTED]

Date: [REDACTED]

MARTIN D. TORRES
MARTIN D. TORRES
MARTIN D. TORRES
JUNE 19, 2017

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Michael J. O'Brien
Lease Contracting Officer
GSA, Public Buildings Service
6/20/17

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Geoffrey Hunter
Project Manager
June 19, 2017

The Government has reviewed the following change orders submitted for this project and approves the change orders for the total costs per the table below and listed on the attached Exhibit LA06-A. This amount shall be paid via a one-time lump sum payment, upon the Government's inspection and acceptance of the tenant improvements and receipt of an invoice from the Lessor. Lump sum payment instructions should be followed as outlined in Lease Amendment 2.

Total change orders approved for lump sum payment to-date is \$120,634.80.

CHANGE ORDER	DESCRIPTION	AMOUNT	LEASE AMENDMENT
CO 1	Security Changes		3
CO 2	Miscellaneous Change Orders		4
CO 3	Miscellaneous Change Orders		6
EA1, 2, 3	Negotiated Equitable Adjustments		
	TIA Adjustment due to change in ABOA		
	LUMP SUM PAYMENT FOR THIS LEASE AMENDMENT		
	TOTAL LUMP SUM PAYMENT FROM PREVIOUS LEASE AMENDMENTS AND THIS LEASE AMENDMENT	\$120,634.80	

INITIALS:



LESSOR

&



GOV'T