

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 CONSISTING OF 3 PAGES TO LEASE NO. GS-10P-LID07467
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 establish the lease commencement date and modify paragraphs 1.01, 1.04, 1.05, and 1.13.

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 paragraph is hereby deleted and replaced with the following:

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **June 1, 2017 thru May 31, 2037** as required by this Lease for a period of

20 Years, 15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

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

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

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: MARTY G. TROTT
 Title: MANAGING MEMBER
 Entity Name: MARTEK [REDACTED]
 Date: JUNE 9, 2017

FOR THE GOVERNMENT:
 Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 6/9/2017

WITNESSED FOR THE LESSOR BY:
 Signature: [REDACTED]
 Name: GEORGE H. HARRIS
 Title: Project Manager
 Date: 6/9/2017

A. Office and Related Space: 8,312 rentable square feet (RSF), yielding 7,756 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first (1st floor) and known as Suite A, of the Building, as depicted on the floor plan attached hereto as Exhibit B.

Sallyport: Approximately 1,138 square foot "Sally Port", which is a secure area adjacent to, but outside the facility, that will allow a full size airport transport to load / unload with room to drive through, maneuver in / out and park. This space is being provided as "Free Space."

B. Common Area Factor: The Common Area Factor (CAF) is established as 7.16 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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

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:

	Years 1-5	Years 6-10	Years 11-15	Years 16-20
	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	\$49,456.40	\$49,456.40	\$49,456.40	\$49,456.00
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	\$268,556.52	\$336,467.67	\$372,791.11	\$354,090.80

¹Shell rent calculation.

(Years 1-5) \$21.83 per RSF multiplied by 8,312 RSF

(Years 6-10) \$30.00 per RSF multiplied by 8,312 RSF

(Years 11-15) \$34.37 per RSF multiplied by 8,312 RSF

(Years 16-20) \$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

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

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,756 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

INITIALS:  & 
LESSOR GOV'T

- The leasehold interest in the Property described in the paragraph entitled "The Premises."
- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
- Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at no additional charge to the Government.

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

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] 0 and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] 7 of the Commission will be payable to CBRE, Inc. with the remaining \$14,667.23 which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and over [REDACTED] recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$22,379.71 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after May 31, 2032, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 64.6% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 8,312 RSF by the total Building space of 12,864 RSF. Tax Parcel Number RPA26710010020.

INITIALS:

msf
LESSOR

&

msf
GOV'T