GENERAL SERVICES ADMINISTRATION	LEASE AMENDMENT No. 1
PUBLIC BUILDINGS SERVICE	TO LEASE NO. GS-10P-LID07299
LEASE AMENDMENT	BLDG NO. ID4407
ADDRESS OF PREMISES CDA Tech Center 7400 Mineral Drive, Suite 100 Coeur D'Alene, ID 83815-5329	PDN Number: PS0031972

THIS AGREEMENT, made and entered into this date by and between CDA Tech Center, LLC

whose address is:	2100 Northwest Boulevard	
	Suite 350	
	Coeur D'Alene, ID 83814-5047	

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 issue Notice to Proceed with Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution of this LA as follows:

Lease Paragraph 1.03 is hereby deleted in its entirety and replaced below. Lease Paragraphs 7.03 and 7.04 are hereby added to the Lease.

1.03 **RENT AND OTHER CONSIDERATION (SEP 2012)**

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

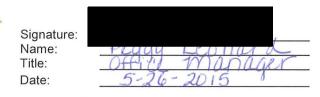
	YEARS 1-5 ANNUAL RENT	YEARS 6-10 ANNUAL RENT	
Shell Rent ¹	\$81,204.72	\$98,376.60	
Tenant Improvements Rent ²	\$36,831.35	\$36,831.35	
Operating Costs	\$39,469.59	\$39,469.59	
Building Specific Amortized Capital	\$0.00	\$0.00	
Total Annual Rent	\$157,505.66	\$174,677.54	

Annual Shell Rent is reduced to reflect \$1,430.99 per month rental concession applied to the first 60-months (Years 1-5) of this lease. Total rental credit value \$17,171.80 per annum or \$85,859.00 for years 1-5 of the Lease. ² Tenant Improvements of \$264,345.86 amortized at 7% over 120 months.

This Lease Amendment contains 3 pages, and Exhibit A (1 page) and Exhibit B (1 page) to paragraph 7.03

All other terms and conditions of the lease shall remain in force IN WITNESS WHEREOF, the parties subscribed their names	
FOR THE LESSOR	FOR THE
Signature:	Signature: Name: Title: GSA, Public Buildings State, III G Onicer Date:

WITNESSED FOR THE LESSOR BY:



B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,220 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517B.

C. INTENTIONALLY DELETED

- 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 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:
 - 1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
 - 2. 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;
 - 3. 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. INTENTIONALLY DELETED

7.03 NOTICE TO PROCEED WITH TENANT IMPROVEMENTS AND SECURITY IMPROVEMENTS

A. The Government has reviewed the Lessor's TI Pricing in the total amount of \$469,892.55 for Tenant Improvements and \$77,314.29 for BSAC Improvements, totaling \$547,206.84 and determined it to be fair and reasonable. Said amount includes all TI and Security costs for labor, all materials overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work described in this lease. This LA memorializes the Government's Notice to Proceed for TIs in the total amount of \$547,206.84. Of this total amount \$264,345.86 shall be funded by the Tenant Improvement Allowance and \$282,860.98 shall be funded lump sum by the government (\$77,314.29 for Security Tenant Improvements or BSAC and \$205,546.69 for Tenant Improvements). Upon completion of the work by the Lessor and inspection and acceptance of the space by the Government, per the invoicing instructions detailed in Paragraph 7.04

B. Exhibit A to Paragraph 7.03 (Final Security TICS) Exhibit B to Paragraph 7.03 (Final TICS)

7.04 LUMP SUM PAYMENT / INVOICING INSTRUCTIONS

Upon completion, inspection, and acceptance of work, the Government shall pay \$205,546.69 via lump sum for all Tenant Improvements and shall pay \$77,314.29 via lump sum for Security Improvements for a total payment of \$282,860.98. Upon acceptance of work, Lessor shall submit an official original invoice to receive payment. The original invoice should be sent electronically to (www.finance.gsa.gov) AND must be sent directly to the GSA Finance Office at the following address:

General Services Administration FTS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

INITIALS: & GOV'T

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A copy of the original invoice should be sent (electronic email acceptable) to the Contracting Officer at:

Hilda Gonzalez Lease Contracting Officer U.S. General Services Administration 400 N. 15th St. SW Auburn, WA 98001 hilda.gonzalez@gsa.gov

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered
- GSA PDN# PS0031972

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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



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