

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10P-LID07299 BLDG. NO. ID4407
ADDRESS OF PREMISES 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 establish Beneficial Occupancy, reflect Beneficial Occupancy in the Rent Table, revise the Broker Commission and Commission Credit, establish Termination Rights date, clarify the Tenant Improvement Allowance (TIA), memorialize the Change Orders 1-4, and remove Building Specific Amortized Capital (BSAC) Allowance and BSAC related paragraphs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 3, 2015 as follows:

The Lease Term and Lease Paragraphs 1.03, 1.04, 1.05, 1.06, 1.08, 7.03, and 7.04 are hereby deleted in their entirety and replaced below. Lease Paragraphs 1.11, 1.12, and 4.04 are hereby deleted in their entirety.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term

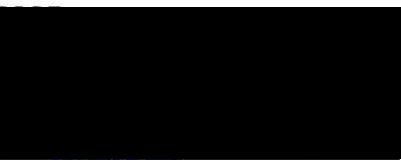
September 3, 2015 through September 2, 2025;

subject to termination and renewal rights as are hereinafter set forth.

This Lease Amendment contains 4 pages, and Exhibit C to Paragraph 7.03 contains 4 pages.


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: _____
 Title: MEMBER
 Entity Name: CDA TECH CENTER, LLC
 Date: 9.4. 2015

FOR THE GOVERNMENT:

LINDSEY D. SNOW
 CONTRACTING OFFICER

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: SEP 8 2015

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: _____
 Date: Sept 4, 2015

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	09/03/2015 – 09/02/2020 ANNUAL RENT	09/03/2020 – 09/02/2025 ANNUAL RENT
Shell Rent	\$81,204.72	\$98,376.60
Tenant Improvements Rent ¹	\$36,831.35	\$36,831.35
Operating Costs	\$39,469.59	\$39,469.59
Total Annual Rent	\$157,505.66	\$174,677.54

¹Total Tenant Improvements in the amount of \$264,345.86 amortized at 7% over 120 months.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

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

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

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] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to CBRE, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully 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:

October 2015 Rental Payment \$13,125.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted October 2015 Rent.

INITIALS: SM & AS
LESSOR & GOV'T

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in parts only during the period 09/03/2030 – 09/02/2035, provided the Government gives 365 days 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.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for [REDACTED] at the following rental rate(s):

A.

	OPTION [REDACTED] [REDACTED]
	ANNUAL RENT
SHELL RENTAL RATE:	[REDACTED]
OPERATING COSTS:	Operating cost base shall remain unchanged from original lease term. Option term is subject to continuing annual adjustments.

Provided written notice is given to the Lessor at least 120 days before the end of the initial Lease term.

B.

	OPTION [REDACTED] [REDACTED]
	ANNUAL RENT
SHELL RENTAL RATE:	[REDACTED]
OPERATING COSTS:	Operating cost base shall remain unchanged from original lease term. Option term is subject to continuing annual adjustments.

Provided written notice is given to the Lessor at least 120 days before the end of the Option [REDACTED]

C. All other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The total Tenant Improvement Allowance (TIA) for purposes of this Lease is \$264,345.86. This amount is amortized in the rent over the first ten years of this Lease at an annual interest rate of 7.0%.

7.03 TENANT IMPROVEMENT RECONCILIATION

A. The Government has accepted the Tenant Improvements required by this Lease, the costs for which are described in the table in Subparagraph B, below. All costs exceeding the TIA and will be paid per the instructions outlined in Paragraph 7.04.

(continued)

INITIALS: SFM LESSOR & AS GOV'T

B.

TI Pricing/ CO#	Description	Amount	Approved via LA #	Exhibit
TICS 04/15/15	Initial Total Project Costs (TI)	\$547,206.84	LA #1	Exhibit A & B to Lease Paragraph 7.03
	TI Allowance Amortized into the Lease	\$(264,345.86)	LA # 1	Lease Paragraph 1.08
TI Overage	TI Costs Exceeding the TIA Based on Approved TICS dated 04/15/15	\$282,860.98	LA #1	Exhibit A & B to Lease Paragraph 7.03
CO #1	67% Allocation for Permit Fees	██████████	LA #2	Exhibit C to Lease Paragraph 7.03
CO #2	Duct Heater Credit	██████████	LA #2	Exhibit C to Lease Paragraph 7.03
CO #3	ADA Actuator	██████████	LA #2	Exhibit C to Lease Paragraph 7.03
CO #4	Add Outlet and Fax Machines (Analogue Wiring)	██████████	LA #2	Exhibit C to Lease Paragraph 7.03
	TOTAL LUMP SUM AT BENEFICIAL OCCUPANCY 09/03/2015	\$288,326.38	LA #2	
CO #5	TBD	TBD		
CO #6	TBD	TBD		
CO #7	TBD	TBD		
	TOTAL LUMP SUM	\$TBD		

C. The Total Project Cost is \$552,672.24 as of Beneficial Occupancy on 09/03/15. At the time of space acceptance, the Government confirmed that Tenant Improvements and Change Orders 1 through 4 in the amount of \$288,326.38 have been completed and the Lessor may submit an invoice in that amount per the invoicing instructions in Paragraph 7.04. Change Orders 5 through 7 are pending and will be memorialized in a subsequent Lease Amendment.

D. Exhibit A & B to Lease Paragraph 7.03 – Tenant Improvements Cost Summary (TICS), dated 04/15/15. See attachment in Lease Amendment 1 (Ex A - 1 page; Ex B - 1 page)

E. Exhibit C to Lease Paragraph 7.03 – Change Orders 1-4 Approval (4 pages)

7.04 LUMP SUM PAYMENT / INVOICING INSTRUCTIONS

The Lessor has completed, and the Government has accepted, the Tenant Improvements for this Lease. The Government shall pay for all Tenant Improvements and Security Improvements that were not amortized into the rent via lump sum. The Lessor shall now submit an invoice to receive payment. The invoice should be sent electronically to www.finance.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.

INITIALS:


LESSOR

&


GOV'T