

LEASE AMENDMENT

LEASE AMENDMENT NO. 2	TO LEASE NO. GS-10B-07245 Bldg# 104386	DATE 9/15/11	PAGE 1 of 2
ADDRESS OF PREMISES 3145 McNeil Drive, Idaho Falls, ID 83440-4710			

THIS AGREEMENT, made and entered into this date by and between **MBP1, LLC**

whose address is 1070 RIVERWALK DRIVE
IDAHO FALLS, ID 83402-3341

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease by establishing beneficial occupancy, acceptance of space, and adjust the commission and commission credit based on the rent adjustments made in Supplemental Lease Amendment 1.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective Upon Government Execution, as follows:

Paragraph 2 is hereby deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term commencing on August 1, 2011 through July 31, 2021 or the (10) years firm term of the lease, subject to termination and renewal rights as may be hereinafter set forth.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE <i>Sam Cook, Manager MBP1, LLC</i>	NAME OF SIGNER Sam Cook for MBP1, LLC
ADDRESS 1070 Riverwalk Drive, Suite #200, Idaho Falls, ID 83402	

IN PRESENCE OF

SIGNATURE <i>[Signature]</i>	NAME OF SIGNER Josh Shelley
ADDRESS 1070 Riverwalk Drive Ste #200, Idaho Falls ID 83402	
UNITED STATES OF AMERICA	
SIGNATURE <i>[Signature]</i>	NAME OF SIGNER MICHAEL J. O'BRIEN
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	

Paragraph 17 is hereby deleted in its entirety and replaced with the following:



17. In accordance with SFO paragraph 2.5, Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and CBRE have agreed to a Lease commission of [REDACTED] of the Aggregate Lease Value for lease years one (1) through five (5) and [REDACTED] of the Aggregate Lease Value for years six (6) through ten (10) ("Commission"). The total amount of the Commission is [REDACTED]. The Commission is earned upon Lease execution and payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises lease pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall 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 captured.

First months rental payment of \$5,444.81 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second months rental payment of \$5,444.81 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

The Lessor hereby waives restoration

All other terms and conditions of the lease shall remain in force and effect.

 & 
Govt Lessor