

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. **X3 ASM**

TO LEASE NO. **GS-10B-07268** BLDG NO. **ID4270**

ADDRESS OF PREMISES

720 E. Park Boulevard, Boise, ID 83712-7756

THIS AGREEMENT, made and entered into this date by and between SCCP Boise Limited Partnership

Whose address is 250 S. 5th St., 2nd Floor, Boise, ID 83702-7713

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

WHEREAS, the parties hereto desire to amend the above Lease for the purpose of change of ownership.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective 6/7/2013, as follows:

Lease Amendment (LA) Number 1 has been prepared to memorialize the change in ownership through the Lease Assumption Agreement and to modify the lessor and payee information. Therefore, paragraphs 9, 10a and 10b are deleted in their entirety and replaced with the same numbered paragraphs in lieu thereof; and the following additions to Part III Award are hereby added to the lease.

Paragraph 9. Make checks payable to:
SCCP Boise Limited Partnership
P.O. Box 410006
Salt Lake City, UT 84141-0006

Paragraph 10a. Name and Address of Owner:
SCCP Boise Limited Partnership
250 S. 5th St., 2nd Floor
Boise, ID 83702-7713

Paragraph 10b. Telephone Number of Owner
(604) 806-3560

Part III – Award: The following are attached and made a part hereof: Lease Assumption Agreement, GSA Form 3518.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment". All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Signature]

Name: James Farrar

Title: Secretary

Entity Name: SCCP Boise Limited Partnership

Date: _____

FOR THE GOVERNMENT:

Signature: [Signature]

Name: ANDREW J. MOHL

Title: CONTRACTING OFFICER

Entity Name: GSA, Public Building Service

Date: SEP 17 2013

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]

Name: Linda Pardek

Title: Executive Assistant

Date: 7/19/2013



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

Page 1 of 3
GS-10B-07268

LEASE ASSUMPTION AGREEMENT

THIS AGREEMENT entered into by and between MK Plaza Trust, hereinafter called "transferor", SCCP Boise Limited Partnership, hereinafter called "Transferee", and the United States of America, acting by and through the Administrator of General Services Administration, hereinafter called the "Government".

WITNESSETH:

WHEREAS, the Transferor and the Government have heretofore entered into a certain lease, No. GS-10B-07268, as amended by the following: Supplemental Agreements No. 1, dated 9/28/2011, No. 2, dated 12/5/2012 whereby the Transferor leases to the Government certain real property more particularly described as follows:

2,566.00 rentable 2,232.00 usable square feet of office and related use space and 0 parking space(s); located at Washington Group Plaza (ID4270), 720 E. Park Boulevard, Boise, ID 83712-7756.

Which lease as amended is hereinafter referred to as the "Lease"; and

WHEREAS, the Transferor has sold the leased property to the Transferee and has assigned to the Transferee all the Transferor's rights under the lease; and

WHEREAS, the Transferee has assumed all the Transferor's obligations under the lease; and

WHEREAS, evidence of the transfer of the property and the assignment have been furnished to the Government,

NOW, THEREFORE, in consideration of the promises, the parties hereto mutually agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government, which it now has or may hereafter have in connection with the Lease.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Lease. The Transferee further assumes all obligations and liabilities of, and all claims

INITIALS: MM & JR & ATM
Transferor Transferee Government

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE**

Page 2 of 3
GS-10B-07268

and demands against the Transferor under the Lease, in all respects as if the Transferee were the original party to the Lease.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Lease with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Lease in all respects as if the transferee were the original party to the Lease. The term "Lessor" as used in the Lease shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided therein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provision, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Lease, shall be deemed to have discharged pro tanto the Government's obligations under the Lease. All payments and reimbursements made by the Government after the effective date of this Agreement in the name of or to the Transferor shall have the same force and effect as is made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Lease to the extent of the amounts so paid or reimbursed.

7. Except as herein modified, the Lease shall remain in full force and effect:

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement effective SEP 17 2013

UNITED STATES OF AMERICA
General Services Administration,

BY 
General Services Administration
Contracting Officer

**ANDREW J. MOHL
CONTRACTING OFFICER**

INITIALS:  &  & 
Transferor Transferee Government