

LEASE AMENDMENT

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| AMENDMENT NO. 13 | TO LEASE NO. GS-10B-07091 Bldg. #ID4270 | DATE DEC 3 2012 | PAGE 1 of 2 |
|---------------------|--|--------------------|----------------|

ADDRESS OF PREMISES 720 Park Boulevard
Boise, ID 83712

THIS AGREEMENT, made and entered into this date by and between MK PLAZA TRUST

whose address is 720 PARK BOULEVARD, SUITE 100
BOISE, ID 83712

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 order change orders 6 & 7 for the expansion space Suite 260 at the above referenced premises.

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

I. On March 9, 2012 the Government awarded a supplemental lease agreement to the lease space at 720 Park Boulevard, Boise, ID 83712 under the terms and conditions of Lease GS-10B-07091 to provide for additional space on the second (2nd) floor as Block B Suite 260 as identified in SLA #9 of this lease. The Tenant Improvements Prior to the Government's Initial Acceptance of Space paragraph in the Solicitation for Offers (SFO) attached to and forming a part of this lease required you to submit a proposal based on adequate competition for the Tenant Improvement (TI) costs associated with this lease. The lease allowed you to submit this information instead of cost and pricing data.

II. On September 18, 2012 a Notice to Proceed (NTP) with the construction of the TIs in the amount Not To Exceed \$197,511.67 was issued. November 6, 2012 LA 12 was issued for change order 1 – 5, now a change order 6 & 7 per attached have been requested and the pricing has been determined fair.
The government approved change order which formed the basis for the tenant improvement costs are hereby incorporated into this LA as Exhibit A.

| | |
|---------------------------|---------------------|
| NTP amount 9/18/12 | \$197,511.67 |
| Change Orders 1 – 5 | \$10,155.77 |
| Change Orders 6 & 7 | \$26,668.51 |
| Credit for Change Order 2 | (\$ 1,561.54) |
| | <u>\$232,774.41</u> |

Total Lump sum payment

Note: Only the GSA Contracting Officer has the authority to obligate funds for any work, request or demand under the terms and conditions of the contract. While there may be discussions regarding potential changes, you are required to obtain approval from the GSA Contracting Officer through a signature or written affirmation prior to proceeding, regardless of cost.

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

MK PLAZA TRUST

LESSOR

SIGNATURE

NAME OF SIGNER

ADDRESS

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

MICHAEL J. O'BRIEN
CONTRACTING OFFICER

- III. Upon completion, inspection, and acceptance of the space, the Government shall reimburse you in a lump sum payment in the amount of \$232,774.41 upon receipt of an original invoice after completion of the work by you and inspection and acceptance of the space by GSA.

The invoice should be submitted electronically to www.finance.gsa.gov with a courtesy copy to michael.j.obrien@gsa.gov or sent to the addresses below:

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

Courtesy Copy Address:
General Services Administration
c/o Michael J O'Brien
400 15th Street SW 10PTE
Auburn, WA 98001-6599

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
GSA PDN # **PS0021913**

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

- IV. The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS:  Lessor  Government