

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 09	TO LEASE NO. GS-10P-07308	DATE APR 27 2012	PAGE 1 of 2
ADDRESS OF PREMISES 1249 & 1387 So. Vinnell Way, Boise, ID 83709			BUILDING NUMBER ID4305

**THIS AGREEMENT**, made and entered into this date by and between **RUBICON GSA II BOISE BLM LLC**

whose address is **30 W. MONROE ST STE 1700**  
**CHICAGO, ILLINOIS 60603-2417**

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 Government to order tenant improvements to be amortized in the rent at its expense

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective April 17, 2012, as follows:

Supplemental Lease Agreement (SLA) No.09 is issued to incorporate alterations of (Block D) \$10,329.35 on the 3<sup>rd</sup> floor, which are a Government expense. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on Exhibit A, pages 1-5.

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-07308 with Supplemental Lease Agreements 1 through 09, and GSA Form 3517 General Clauses.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Supplemental Lease Agreement. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Supplemental Lease Agreement Number 03 and standard OSHA requirements.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 10 working days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

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

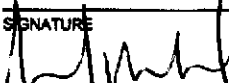
**LESSOR**

SIGNATURE 	NAME OF SIGNER Sam Fuchs - Authorized Signatory
ADDRESS 30 W. Monroe Street, Suite 1700, Chicago, IL 60603	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER Clare Armbruster
ADDRESS 30 W. Monroe Street, Suite 1700, Chicago, IL 60603	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER <b>ANDREW J. MOHL</b>
	OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>

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GSA FORM 278 (REV. 8/2006)

Payment: The fixed price for these SLA #9 tenant improvements is \$10,329.35, in accordance with Exhibit A. Upon completion, inspection, and acceptance of the tenant improvements, it is agreed the Government shall pay the Lessor the fixed price of \$10,329.35 by amortizing this amount at an interest rate of 8.5% per annum over a period of 5-years (60-months) not to exceed the remaining firm term of the lease. This amount shall be added to the rent to be paid to the Lessor on a monthly basis..

Notice to Proceed: Upon execution by the Government, this Supplemental Lease Agreement serves as a Notice to Proceed. The Lessor shall complete the alterations within 90 working days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

Schedule: The Lessor shall provide a schedule within 10 working days from receipt of the executed Supplemental Lease Agreement. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond five working days.

Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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

INITIALS: SE & ASM  
LESSOR GOVT