

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 14
LEASE AMENDMENT	TO LEASE NO. GS-10B-07091 BLDG NO. ID4270
ADDRESS OF PREMISES MK Plaza 720 Park Boulevard Boise, ID 83712-7756	PDN Number: PS0021913

THIS AGREEMENT, made and entered into this date by and between

MK PLAZA TRUST

whose address is: 720 Park Boulevard, Suite 100
Boise, ID 83712-7756

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 changes and to memorialize the acceptance of space of Block B, Suite 260 and Block A, Suite 275.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 29, 2012 as follows:

- A. 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."
- B. Paragraphs 2, 3, 9, and 10 are hereby deleted in their entirety and replaced below. Paragraphs I, II, III, and IV from previous Lease Amendments are hereby deleted in their entirety and replaced with paragraph 43.

This Lease Amendment contains 3 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: [Signature]
Name: James L. McManis
Title: Vice-President
Entity Name: MK PLAZA TRUST
Date: 1-25-13

FOR THE GOVERNMENT:

Signature: [Signature]
Name: Michael J. O'Brien
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: JAN 29 2013

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Carol J. McLaughlin
Title: Off. Assistant
Date: 1-25-13

2. Block A

To have and to hold the said premises with their appurtenances for the term beginning on September 22, 2010 and continuing through September 21, 2025, subject to termination and renewal rights as are hereinafter set forth.

Block B

To have and to hold the said premises with their appurtenances for the term beginning on November 29, 2012 and continuing through September 21, 2025, subject to termination and renewal rights as are hereinafter set forth.

3. The Government shall pay the Lessor annual rent per the table below.

RENT FOR BLOCK A - 4,533 RSF				
PERIOD	SHELL RENT	OPERATING COSTS*	AMORTATION OF TI	ANNUAL RENT
9/22/12 - 9/21/15	\$ 52,356.15	\$ 28,589.47	\$ 22,081.56	\$ 103,027.18
9/22/15-9/21/20	\$ 59,155.65	\$ 28,589.47	\$ 22,081.56	\$ 109,826.68
9/22/20-9/21/25	\$ 59,155.65	\$ 28,589.47	\$ -	\$ 87,745.12
RENT FOR BLOCK B - 1,803 RSF				
PERIOD	SHELL RENT	OPERATING COSTS	AMORTATION OF TI	ANNUAL RENT
9/22/12 - 11/28/12	\$ 19,921.15	\$ -	\$ -	\$ 19,921.15
11/29/12 - 9/21/15	\$ 19,921.15	\$ 11,371.45	\$ -	\$ 31,292.60
9/22/15-9/21/20	\$ 22,627.65	\$ 11,371.45	\$ -	\$ 33,999.10
9/22/20-9/21/25	\$ 22,627.65	\$ 11,371.45	\$ -	\$ 33,999.10
TOTAL RENT FOR BLOCKS A AND B - 6,336 RSF				
PERIOD	SHELL RENT	OPERATING COSTS	AMORTATION OF TI	ANNUAL RENT
9/22/12-11/28/12	\$ 72,277.30	\$ 28,589.47	\$ 22,081.56	\$ 122,948.33
11/29/12 - 9/21/15	\$ 72,277.30	\$ 39,960.92	\$ 22,081.56	\$ 134,319.78
9/22/15-9/21/20	\$ 81,783.30	\$ 39,960.92	\$ 22,081.56	\$ 143,825.78
9/22/20-9/21/25	\$ 81,783.30	\$ 39,960.92	\$ -	\$ 121,744.22

*Operating costs are adjusted per paragraph 10, amounts do not include adjustments beyond 9/22/12, with the next adjustment due 9/22/13.

Rent shall be paid monthly, in arrears. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

MK Plaza Trust
C/O AMERICAN RESURGENTS MGMT. CORP.
720 PARK BOULEVARD, SUITE 100
BOISE, ID 83712-7756

9. Tax Adjustment: Pursuant to Paragraph 4.2, "Tax Adjustment (SEP 2000)," for purposes of tax escalation, the Government occupies 6,336 RSF (4,533 RSF BLOCK A/1,803 RSF BLOCK B) / 556,146 RSF building total (1.1393% of the Office Park). Base year taxes are established at \$6,824.51 (\$1.0771/RSF) Government portion. Taxes shall be increased or decreased from the base pursuant to annual adjustment per Section 4.3 of the SFO. Tax parcel number(s) are identified as R1088500188 and R1088500195.

INITIALS:

LESSOR

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GOVT

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5.95/RSF with a base year of September 2010.

43. Tenant Improvements/Change Orders for Block B:

- A. In previous Lease Amendments, the Government issued a Notice to Proceed (NTP) with Tenant Improvements and ordered changes for Block B, as outlined below. The Government hereby orders Change Order Nos. 8 and 9 in the total amount not to exceed \$1,894.62. This amount includes, but is not limited to, all materials, labor, overhead, profit, applicable sales tax, permitting and A/E fees, and any other costs required to complete the work to the Government's satisfaction. Change Order Nos. 8-9 are hereby attached as Exhibit A (2 pages)

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)
Change Orders 8-9	<u>\$1,894.62</u>
Total Lump sum payment	\$234,669.03

- B. Upon completion, inspection, and acceptance, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$234,669.03 upon receipt of an original invoice after completion of the work by the Lessor 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.i.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 10PRAB
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.

- C. 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:


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