

**LEASE AMENDMENT**

AMENDMENT NO. 12	TO LEASE NO. GS-10B-07091 Bldg. #ID4270	DATE NOV 6 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 1 -5 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 (2<sup>nd</sup>) 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.

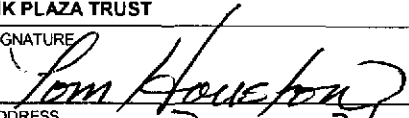
II. On September 18, 2012 a Notice to Proceed (NTP) with the construction of the TIs in the amount Not To Exceed \$197,511.67 was issued. Change order 1 - 5 have been requested and the pricing has been determined fair. The government approved change order which formed the basis for the tenant improvement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

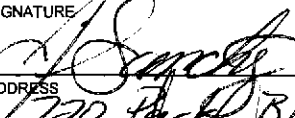
NTP amount 9/18/12	\$197,511.67
Change Orders 1 - 5	<u>\$10,155.77</u>
Total Lump sum payment	\$207,667.44


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.

Continued on Page 2

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

<b>MK PLAZA TRUST</b>		<b>LESSOR</b>
SIGNATURE	NAME OF SIGNER	
	Tom Houston	
ADDRESS	720 Park Blvd Ste 100 Boise, ID 83712	

<b>IN PRESENCE OF</b>	
SIGNATURE	NAME OF SIGNER
	Jim Sanchez
ADDRESS	720 Park Blvd Suite #100 Boise ID 83712

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE	NAME 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 \$207,677.44 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](http://www.finance.gsa.gov) with a courtesy copy to [michael.j.obrien@gsa.gov](mailto: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 15<sup>th</sup> Street SW 10PTE  
Auburn, WA 98001-6599

A proper invoice must include the following:


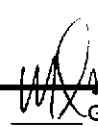
- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered  
GSA PDN # **PS0021913**

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