

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 04	TO LEASE NO. GS-10P-07308	DATE 2/19/12	PAGE 1 of 2
ADDRESS OF PREMISES 1249 & 1387 S. 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, IL 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 which exceed the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 16, 2012, as follows:

Supplemental Lease Agreement (SLA) No.04 is issued to incorporate the remodel and alterations for [REDACTED] which is a Government expense. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A, Pages 1-2. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based Exhibit A, Pages 1-2.

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-0202 with Supplemental Lease Agreements #01 through #04, 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 # 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.

Continued on Page 2 of 2

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

**LESSOR**

SIGNATURE 	NAME OF SIGNER <b>Sam Fuchs</b>
ADDRESS <b>30 W Monroe Street, Suite 1700, Chicago, IL 60603-2417</b>	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER <b>Clare Armbruster</b>
ADDRESS <b>30 W Monroe Street, Suite 1700, Chicago, IL 60603-2417</b>	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER <b>Lois Peterson</b>
	OFFICIAL TITLE OF SIGNER <b>Contracting Officer</b>

Payment: The fixed price for these SLA #04 tenant improvements is \$ 7,072.50 in accordance with Exhibit A. Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the fixed price listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: **GS-10B-07308**
- Building address: 1249 & 1387 Vinnell Way, Boise, ID 83709
- Payment reference number: **PS00** \_\_\_\_\_
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor must submit invoice documents electronically at [www.finance.gsa.gov](http://www.finance.gsa.gov) and inform the Lease Administration Manager of the submittal at [Lois.Peterson@gsa.gov](mailto:Lois.Peterson@gsa.gov) If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents	Copies
GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102	GSA Boise Field Office Attn: Lois Peterson 550 W. Fort ST., Ste 387 Boise, ID 83724

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 60 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: SF LESSOR & [Signature] GOV'T