

SUPPLEMENTAL LEASE AMENDMENT

SUPPLEMENTAL LEASE AMENDMENT NO. 5	TO LEASE NO. GS-10B-07171	BLDG NO. ID4835	DATE MAY 21 2012	PAGE 1 of 3
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ADDRESS OF PREMISES
~~857~~ ⁸⁶¹ Jefferson Avenue, Pocatello, ID 83201-1945

THIS AGREEMENT, made and entered into this date by and between **Harris, Inc**
 whose address is

4555 Burley Drive
 Pocatello, Idaho 83202-1945

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 increase the square feet, adjust the firm term of rent, establish a new rent table, adjust the termination paragraph, establish a new tenant improvement allowance, remove the building specific security allowance paragraph, adjust the commission and commission paragraph, remove the requirement for shatter resistant windows.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, March 7, 2012, as follows:

Paragraph 1 is hereby deleted in its entirety replaced with the following:

1. A total of 7,290 rentable square feet (RSF) of office and related space, which yields 7,134 ANSI/BOMA Office Area square feet (USF) of space of the building located at 857 Jefferson Street, Pocatello, Idaho 83201-194S to be used for such purposes determined by the General Services Administration. Included in the rent at no additional cost to the Government are thirty-two (32) parking spaces for the exclusive use of Government employees and patrons. Although the parking is included in the rent the value of the parking shall be based at \$100.00 per space/month.

Paragraph 2 is hereby deleted in its entirety replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 7, 2012 and continuing ten (10) years firm term, to March 6, 2022, subject to termination and renewal rights as may be hereinafter set forth.

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

LESSOR

SIGNATURE <i>Scott Harris</i>	NAME OF SIGNER <i>Scott Harris</i>
ADDRESS <i>4555 Burley Dr. Pocatello ID 83202</i>	

IN PRESENCE OF

SIGNATURE <i>Deborah Hitchcock</i>	NAME OF SIGNER <i>Deborah Hitchcock</i>
ADDRESS <i>4555 Burley Dr. Pocatello ID 83202</i>	

UNITED STATES OF AMERICA

SIGNATURE <i>Michael J. O'Brien</i>	NAME OF MICHAEL J. O'BRIEN
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

Paragraph 3 is hereby deleted in its entirety replaced with the following:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

	Annual Rent Years 1-10	Annual Rent Years 11-15
Shell Rental Rate	\$99,356.29	\$109,342.95
TI Rental Rate	\$35,969.18	\$0.00
Building Specific Security	\$0.00	\$0.00
Operating Cost	\$20,776.50	\$20,775.16
Taxes	\$15,891.18	\$15,891.18
Full Service Rent	\$171,993.15	\$146,009.29

Rent shall be adjusted in accordance with the provisions of the Solicitation for offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

AA Builders/Harris Inc.
4555 Burley Drive, Suite B
Pocatello, Idaho, 83202-1945

Paragraph 4 is hereby deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole or in part at any time after March 7, 2022 by giving at least one hundred-twenty (120) days notice in writing to the Lessor and not rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Paragraph 8 is hereby deleted in its entirety and replaced with the following

8. Rent includes a Tenant Improvement Allowance of \$269,989.00 to be amortized through the rent over the first ten (10) years of the Lease (120 months) at the rate of 6.00%. In accordance with SFO paragraph 3.3, Tenant Improvements Rental Adjustment, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

Paragraph 9 is hereby deleted in its entirety.

Paragraph 10 is hereby deleted in its entirety and replaced with the following:

10. In accordance with SFO paragraph 2.3, **Broker Commission and Commission Credit**, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.



Govt Lessor

First month's rental payment of \$14,332.76 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$14,332.76 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment of \$14,332.76 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

Fourth month's rental payment of \$14,332.76 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.

Paragraph 11 is hereby deleted in its entirety and replaced with the following:

11. In accordance with SFO 8ID2003 paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.02% (7,290 RSF/7,134 USF)

Paragraph 12 is hereby deleted in its entirety and replaced with the following:

12. In accordance with SFO 8ID2003 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established at 71.34%.

Paragraph 13 is hereby deleted in its entirety and replaced with the following:

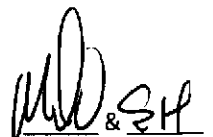
13. In accordance with SFO 8ID2003 paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$20,776.50 (\$2.85 RSF per annum X 7,290 RSF) per annum.

Paragraph 20 is hereby deleted in its entirety.

Paragraph 24 is hereby added:

24. The Government hereby waives the requirement for SFO Section 10.24 Security Design Criteria: [REDACTED] (Building Shell) (Nov 2005). The installation cost of [REDACTED] was included in the Shell rent (or BSS). This amount will be removed from the Shell rent (BSS) resulting in a reduction in Shell (BSS) rent shown in revised Paragraph 3.

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



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