

my copy  


GSA Public Buildings Service

**Supplemental Lease Agreement  
Number 3**

**Lease Number:** LMT14430 **Date:** AUGUST 22, 2011

Plains Building, 630 2<sup>nd</sup> Avenue South, Suite F, Glasgow, MT 59230-2201

THIS AGREEMENT, made and entered into this date by and between Plains Plaza, LLC whose address is 309 Klein Avenue, Glasgow, MT 59230-2208

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: 1) terminate the phase I occupancy of storage space effective July 31, 2011, 2) establish the date of substantial completion for phase II (Suite F) as August 1, 2011, 3) reconcile the final amount of reimbursable items to include all change orders.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 19, 2011 as follows:

I. Paragraph 2 is hereby deleted in its entirety and replace with:

**Phase I:** To have and to hold the said premises with their appurtenances for the term beginning June 16, 2011 and continuing through July 31, 2011. The Government may terminate this portion of the lease in whole or in part at any time by giving at least 1 days' notice in writing to the Lessor. No rental shall accrue after the effective date of termination."

**Phase II:** To have and to hold the said premises with their appurtenances for the term beginning August 1, 2011 and continuing through July 31, 2016, subject to termination and renewal rights as may be hereinafter set forth."

II. Paragraph 4 is hereby deleted in its entirety and replace with:

"The Government may terminate this lease in whole or in part at any time after July 31, 2016 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

III. Paragraph 16 is hereby deleted in its entirety and replace with:

**REIMBURSABLE ITEMS:** The Government agrees to reimburse \$108,811.87 to the Lessor upon completion and acceptance of the project by the government and upon receipt of an acceptable Itemized Invoice from the Lessor. Payment shall be forwarded to:

John D. Arneson  
Plains Plaza, LLC  
309 Klein Ave.  
Glasgow, MT 59230-2208

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0020504 [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."



GSA Public Buildings Service

IV. Paragraph 15 is hereby deleted and replaced with:

In accordance with the SFO paragraph entitled Broker Commission and Commission Credit, the Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that is entitled to receive in connection with this lease transaction ("Commission Credit"). The commission credit is [redacted]. The Lessor agrees to pay the commission less the commission credit to the broker in accordance with the "Broker Commission and Credit" paragraph in the SFO and forming part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this commission credit. The reduction in shell rent shall be carried out as indicated in this schedule for adjusted Monthly Rent:

	Months	Annual Rent	Monthly Rent	Commission Credit	Adjusted Monthly Rent
Phase I	6/16/2011 - 6/30/2011	\$ 8,400.00	\$ 350.00	\$ -	\$ 350.00
	7/1/11 - 7/31/11	\$ 8,400.00	\$ 700.00	\$ -	\$ 700.00
Phase II -- Firm Term	8/1/11 - 8/31/11	\$ 36,562.40	\$ 3,046.87	\$ [redacted]	\$ [redacted]
	9/1/11 - 9/30/2011	\$ 36,562.40	\$ 3,046.87	\$ [redacted]	\$ [redacted]
	10/1/11 - 7/31/16	\$ 36,562.40	\$ 3,046.87	\$ -	\$ 3,046.87
Non-Firm Term	8/1/16 - 7/31/18	\$ 26,083.75	\$ 2,173.65	\$ -	\$ 2,173.65

[redacted] lease shall remain in force and effect.

[redacted] parties subscribed their names as of the above date.

M. Bruner  
(Title)

309 Main Ave, Glasgow, MT 59230  
(Address)

Un[redacted] Administration, Public Buildings Service.

Lease Contracting Officer  
(Official Title)