

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 2

DATE:

AUG 22 2011

TO LEASE NO GS-09B-02702

ADDRESS OF PREMISES: 2363 NORTH FIFTH STREET, ELKO, NV 89801-8459

THIS AGREEMENT, made and entered into this date by and between **North Fifth Commercial, a Nevada General Partnership**

whose address is c/o: **303 Third Street
Elko, NV 89801-3620**

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 establish beneficial interim occupancy of Phase 1 as Block "A" in anticipation of completion of Phase 2 (Block "B") by September 30, 2011:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **August 15, 2011**, as follows:

Paragraph 1 of the Lease is deleted in its entirety and replaced as follows:

A total of 2,400 rentable square feet (rsf) consisting of Block "A" at 1,200 rentable square feet (rsf) and Block "B" at 1,200 rentable square feet (rsf) yielding approximately 2,400 ANSI/BOMA Office Area square feet and related space located on the 1st floor at the North Fifth commercial Center, 2363 North Fifth Street, Elko, NV 89801-8459, together with 4 onsite, securable (at the Government's expense), reserved, surface parking spaces as depicted in Exhibit "A", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

Paragraph 3 of the Lease is deleted in its entirety and replaced as follows:

The Government Shall pay the Lessor annual rent as follows:

Block "A": The Government shall pay the Lessor annual rent in the amount of \$26,256.00 at the rate of \$2,188.00 per month in arrears. This rental rate is comprised of annual shell rent of \$16.20 per rentable square foot and annual operating expenses of \$5.68 per rentable square foot. Therefore, Lease GS-09B-02453 is automatically canceled upon commencement of this succeeding lease.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

North Fifth Commercial Center
P.O. Box 669
Elko, NV 89803-0663

Block "B": Blocks "A" and "B" upon acceptance of Block "B", the Government shall pay the Lessor annual rent in the amount of \$78,768.00 at the rate of \$6,564.00 per month in arrears.

	Rentable Square Foot Rate	Annual Rent	Monthly Rent
Shell Rent	\$16.20	\$38,880.00	\$3,240.00
Operating Cost	\$5.68	\$13,632.00	\$1,136.00
Amortization of TI	\$10.94	\$26,256.00	\$2,188.00
Full Service Rent	\$32.8200	\$78,768.00	\$6,564.00

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

North Fifth Commercial Center
P.O. Box 669
Elko, NV 89803-0663

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02702

Paragraph 9 of the Lease is deleted in its entirety and replaced as follows:

Term: Block "A" **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on August 15, 2011 until September 30, 2016 or when Block "B" is accepted and then this separate occupancy for Block "A" will be automatically terminated, as provided herein, subject to termination rights as may be hereinafter set forth.

Blocks "A" and "B" **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on the day both Blocks are both accepted by the Government as complete and ready for occupancy through the following 5 year term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter."

Paragraph 23 of the Lease is deleted in its entirety and replaced as follows:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease, as defined in Paragraph 10 of this Standard Form 2. 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 it 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 Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. Upon completion of tenant improvements by the Lessor and acceptance of space of both Blocks A and B by the Government, the reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$6,564.00 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment \$6,564.00 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

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

LESSOR: North Fifth Commercial Center a Nevada General Partnership

BY [redacted]
(Signature)

Dennis W Parker Managing Partner
(Print Name and Official title)

IN PRESENCE OF:
[redacted]
(Signature)

Malinda Perkins Witness
(Print Name and Official title)

[redacted]
(Signature)

ADMINISTRATION, Public Buildings Service

Richard A. Scott, Contracting Officer
(Official title)