

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 4

DATE:

NOV 03 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: 1) establish beneficial occupancy for Block B, 2) re-state the rent for Blocks A and B including amortized TI, 3) establish anniversary date for CPI adjustment of operating costs, and 4) re-state lease commission and credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 6, 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:

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

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

TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on October 6, 2011 until October 5, 2016, subject to termination rights as may be hereinafter set forth in paragraph 4 of the lease. However, this lease may be renewed as per the option in paragraph 5 of the lease.

Paragraph 12 of the Lease is deleted in its entirety and replaced as follows:

Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$5.68 per rentable square foot per annum. The anniversary date is established as August 15, 2011.

(Continued on sheet no. 2)

INITIALS *[Signature]* & *[Signature]*
LESSOR GOVT

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

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]

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

IN [redacted]

Melinda Perkins
(Print Name and Official title)

UN [redacted]
BY [redacted]

ADMINISTRATION, Public Buildings Service

Richard A. Scott, Contracting Officer
(Official title)