

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 2 </u>
	TO LEASE NO. GS-09B-02754
ADDRESS OF PREMISES: 1020 New River Park Way, Suite 305 Fallon, NV 89406-7801	PDN Number:

THIS AGREEMENT, made and entered into this date by and between Lahontan Valley Surgical Properties, LLC whose address is: 1020 New River Parkway #200, Fallon, NV 89406-7801

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease by establishing Beneficial Occupancy and rent commencement.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government Exeuction as follows:

Portions of Paragraph I of this Lease are hereby deleted and replaced with the following:

I. The Lease.

THIS LEASE is made and entered into between

**Lahontan Valley Surgical Properties, LLC
 1020 New River Parkway #200
 Fallon, NV 89406-7801**

("the Lessor") and **THE UNITED STATES OF AMERICA** ("the Government"), acting by and through the designated representative of the General services Administration ("GSA"), upon the terms and conditions set forth herein.

This Lease Amendment contains {3} pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: Lahontan Valley Surgical Properties
 Date: 3-12-13

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Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 3/13/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

The Lessor hereby leases to the Government the premises described in Sections I and II of the form 1364A Simplified Lease Proposal attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

TEN (10) Years, Five (5) Years Firm

Commencing on February 22, 2013 through February 21, 2023, subject to the terms and conditions set forth below.

A. Rental Consideration paragraph is to remain the same

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

B. Early Termination Right. After February 21, 2018, the Government may notify the Lessor of the early termination of this lease by giving at least 90 Days written advance notice to the Lessor. This right to elect early termination shall expire 90 Days after February 21, 2018.

Per the 1364 Form, the rent is as follows:

Months	Building Shell Per Month	Amortized Tenant Improvement Costs	Operating Costs Per Month	TOTAL Monthly Rent	TOTAL ANNUALIZED MONTHLY RENT	Total Annual Rent
Month 1	\$0.00	\$2,338.1983	\$0.00	\$2,338.20	\$28,058.38	\$76,588.84
Month 2-12	\$3,516.70	\$2,338.1983	\$895.16	\$6,750.06	\$81,000.70	
Month 13	\$0.00	\$2,338.1983	\$0.00	\$2,338.20	\$28,058.38	\$76,588.84
Month 14-24	\$3,516.70	\$2,338.1983	\$895.16	\$6,750.06	\$81,000.70	
Month 25	\$0.00	\$2,338.1983	\$0.00	\$2,338.20	\$28,058.38	\$76,588.84
Month 26-36	\$3,516.70	\$2,338.1983	\$895.16	\$6,750.06	\$81,000.70	
Month 37	\$0.00	\$2,338.1983	\$0.00	\$2,338.20	\$28,058.38	\$76,588.84
Month 38-48	\$3,516.70	\$2,338.1983	\$895.16	\$6,750.06	\$81,000.70	
Month 49	\$0.00	\$2,338.1983	\$0.00	\$2,338.20	\$28,058.38	\$76,588.84
Month 50-60	\$3,516.70	\$2,338.1983	\$895.16	\$6,750.06	\$81,000.70	
Month 61-120	\$3,516.70	\$0.00	895.16	\$4,411.86	\$52,942.32	\$52,942.32

Paragraph VI. B of this Lease is hereby deleted in its entirety and replaced with the following:

B. **Broker Commission and Commission Credit.** In accordance with Form L-101-A Paragraph VI Broker Commission and Commission Credit, CBRE, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph VI, only [REDACTED] of the Commission, will be payable to CBRE, Inc., with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the second month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shorted time period practicable.

The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The

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reduction in shell rent shall commence with the second month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Second Month's Rental Payment of \$6,750.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.*

Third Month's Rental Payment of \$6,750.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.*

Fourth Month's Rental Payment of \$6,750.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.*

Fifth's Month's Rental Payment shall commence in full.

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