

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09B-03120
<b>ADDRESS OF PREMISES</b> 555 W. SILVER STREET, ELKO NV 89801	PDN Number:

**THIS AMENDMENT** is made and entered into between

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

**WHEREAS**, the parties hereto desire to amend the above Lease . .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 1, 2014 as follows:

Paragraphs 1.01 and 1.03 are deleted in their entirety and replaced with the following:

**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

**A. Office and Related Space:**

**Block A:** 5,055 rentable square feet (RSF), yielding 4,674 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor of building 555 W. Silver Street, Elko NV and known as Suites 101, 102 and 103, as depicted on the floor plan(s) attached hereto as Exhibit A .

**Block B:** 1,100 rentable square feet (RSF), yielding 1,100 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse space located on the 1<sup>st</sup> floor of building 559 W. Silver Street, Elko NV and known as Suite 302B, as depicted on the floor plan(s) attached hereto as Exhibit B.

**For a Total of 6,155 rentable square feet (RSF), yielding 5,774 ANSI/BOMA Office Area (ABOA) square feet of warehouse and office Space.**

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: Silver Coast Business Center  
 Date: 8-28-14

**FOR THE**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: September 2, 2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: Bill Bodin  
 Title: Business Agent OE3  
 Date: 8-28-14

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

BLOCK A:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$104,335.20	\$104,689.05
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 3,100.73	\$0
OPERATING COSTS <sup>3</sup>	\$41,501.55	\$41,501.55
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$0	\$0
PARKING <sup>5</sup>	\$0	\$0
<b>TOTAL ANNUAL RENT</b>	<b>\$148,937.48</b>	<b>\$146,190.60</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$20.64 per RSF multiplied by 5,055 RSF

<sup>2</sup>The overall Tenant Improvement Allowance of \$4.46 per USF is amortized at a rate of 5 percent per annum over 5 years. Total TI amount amortized for Block A is \$13,692.48. Breakdown by Agency: [REDACTED] - \$12,324.85

[REDACTED] \$330.16

<sup>3</sup>Operating Costs rent calculation: \$8.21 per RSF multiplied by 5,055 RSF

<sup>4</sup>Building Specific Security Costs of \$0 are amortized at a rate of X percent per annum over XX years

<sup>5</sup>Parking costs: none

Block B:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 8,580.00	\$ 8,668.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 339.68	\$ -
OPERATING COSTS <sup>3</sup>	\$ 2,640.00	\$ 2,640.00
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$0	\$0
PARKING <sup>5</sup>	\$0	\$0
<b>TOTAL ANNUAL RENT</b>	<b>\$ 11,559.68</b>	<b>\$ 11,308.00</b>

<sup>1</sup>Shell rent calculation: Firm Term- \$7.80 per RSF multiplied by 1,100 RSF/Non Firm Term- \$7.88 per RSF multiplied by 1,100 RSF.

<sup>2</sup>The Tenant Improvement Allowance of \$1.36 per USF is amortized at a rate of 5 percent per annum over 5 years. Total TI Amount amortized for Block B is \$1,500.00. Block B is occupied by [REDACTED] only.

<sup>3</sup>Operating Costs rent calculation: \$2.40 per RSF multiplied by 1,100 RSF

<sup>4</sup>Building Specific Security Costs of \$0 are amortized at a rate of X percent per annum over XX years

<sup>5</sup>Parking costs: none

Total: Block A and Block B

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 112,915.20	\$113,357.05
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 3,440.41	\$ -
OPERATING COSTS <sup>3</sup>	\$44,141.55	\$44,141.55
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$0	\$0
PARKING <sup>5</sup>	\$0	\$0
<b>TOTAL ANNUAL RENT</b>	<b>\$ 160,497.16</b>	<b>\$ 157,498.60</b>

INITIALS: jh LESSOR

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In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 4,674 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises";

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

INITIALS:

  
LESSOR

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