

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LWY14535	DATE July 11, 2011	PAGE 1 of 3
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ADDRESS OF PREMISES  
3001 Pershing Boulevard, Suite 140, Cheyenne, WY 82001-5712

**THIS AGREEMENT**, made and entered into this date by and between **PERSHING CIRCLE, LLC**

whose address is **1701 E E STREET  
CASPER, WY 82601-2171**

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 change the square footage and related Standard Form 2 (SF-2) Paragraphs, change the Tenant Improvement Allowance; recalculate the Broker Commission and Commission Credit; accept the space; commence the rent add Change Orders #1, #2, #5, and #6;:

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 11, 2011, as follows:

I. Paragraph 1 of the SF-2 shall be replaced in its entirety with the following:

"1. A total of 7,776.67 rentable square feet (RSF) of office and related space, which yields 6,592 ANSI/BOMA Office Area square feet (ABOASF) of space consisting of Suite 140 on the first floor as depicted on the attached floor plan (Attachment "A") at **The Jonah Building, 3001 Pershing Blvd., Suite 140, Cheyenne, Wyoming 82001-5712** (Legal Description of the Property is Attachment "B") to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are **36** surface parking spaces for exclusive use of Government employees and patrons.

II. Paragraph 2 of the SF-2 shall be replaced in its entirety with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **July 11, 2011** and continuing through **July 10, 2026**, subject to termination and renewal rights as may be hereinafter set forth.

*(Continued on Page 2)*

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

LLC

NAME OF SIGNER

Randall Hall, Manager

1701 E E Street, Casper, WY 82601-2171

IN PRESENCE OF

NAME OF SIGNER

Clark

UNITED STATES OF AMERICA

NAME OF SIGNER

Sylvia Marquez

OFFICIAL TITLE OF SIGNER

Leasing Contracting Officer

III. Paragraph 3 of the SF-2 shall be replaced in its entirety with the following:

"3. The Government shall pay the Lessor annual rent of **\$179,229.29** at the rate of **\$14,935.77** per month in arrears for years one (1) through five (5); annual rent of \$206,447.94 at the rate of \$17,204.00 per month in arrears for years six (6) through (10); and \$194,419.31 at the rate of \$16,201.61 per month for years eleven (11) through fifteen (15) in arrears per the table below:

Year	Shell (less Taxes)	Taxes	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
07/11/2011 - 07/10/2016	\$ 95,010.08	\$ 4,645.21	\$ 45,571.82	\$ 34,002.18	\$ 179,229.29	\$ 14,935.77
07/11/2016 - 07/10/2021	\$ 122,228.73	\$ 4,645.21	\$ 45,571.82	\$ 34,002.18	\$ 206,447.94	\$ 17,204.00
07/11/2021 - 07/10/2026	\$ 144,202.28	\$ 4,645.21	\$ 45,571.82	\$ -	\$ 194,419.31	\$ 16,201.61

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

**PERSHING CIRCLE, LLC  
1701 E E STREET  
CASPER, WY 82601-2171"**

VI. Paragraph 4 of the SF-2 shall be replaced in its entirety with the following:

"4. The Government may terminate this lease in whole or in part at any time on or after **July 11, 2021** 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.

IV. Paragraph 6 of the SF-2, Subparagraph A. "Attachment A – 8 1/2" x 11" of the floor plan, 1 page" shall be replaced with the attached.

V. Paragraph 6 of the SF-2, Subparagraph I. "Attachment I – Acceptance Letter and Punch List, 7 pages" shall be added and is attached.

VI. Paragraph 7 of the SF-2 shall be replaced in its entirety with the following:

"7. The total Tenant Improvements shall be **\$241,353.42** and shall be amortized into the rent for ten (10) years over 120 months at the rate of 7.25% per annum."

VII. Paragraph 8 of the SF-2 shall be replaced in its entirety with the following:

"8. In accordance with the SFO Paragraph 4.2.B.9 entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as **5.89141%** (7,776.67 rentable square feet of Government space / 132,000 rentable square feet for the entire building)."

VIII. Paragraph 9 of the SF-2 shall be replaced in its entirety with the following:

"9. In accordance with the SFO paragraph 4.2, entitled "Tax Adjustment," for purposes of tax escalation, the Government's share of the **Base Year Tax** is established as **\$4,645.21** (7,776.67 rentable square feet of Government space / 132,000 rentable square feet for the entire building times the building tax rate of \$78,847.00)."

IX. Paragraph 10 of the SF-2 shall be replaced in its entirety with the following:

"10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs Base*, the escalation base is established as **\$45,571.82 per annum.**"

X. Paragraph 11 of the SF-2 shall be replaced in its entirety with the following:

"11. In accordance with the SFO paragraph 4.1.C. entitled *Common Area Factor*, the common area factor is established as **1.1797132.**"

XI. Paragraph 14 of the SF-2 shall be replaced in its entirety with the following:

"14. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the aggregate firm term value of this lease valued at [redacted]. 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 SFO Section 2.3 "Broker Commission and Commission Credit", the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [redacted] and shall be credited in five equal amounts of [redacted] over the first five monthly rent payments. Notwithstanding Paragraph 3 of this Standard Form 2, the firm term Rental payments shall be reduced to fully re-capture this Commission Credit. The reduction shall commence with the first month and continue as indicated as follows:

First Month's Rental Payment shall be \$7,222.23 (or the monthly payment of [REDACTED] minus rent credit of [REDACTED]).

Second Month's Rental Payment shall be \$7,222.23 (or the monthly payment of [REDACTED] minus rent credit of [REDACTED]).

Third Month's Rental Payment shall be \$7,222.23 (or the monthly payment of [REDACTED] minus rent credit of [REDACTED]).

Fourth Month's Rental Payment shall be \$7,222.23 (or the monthly payment of [REDACTED] minus rent credit of [REDACTED]).

Fifth Month's Rental Payment shall be \$7,222.23 (or the monthly payment of [REDACTED] minus rent credit of [REDACTED]).

XII. Paragraph 17 of the SF-2 shall be added:

"17. The negotiated Total Tenant Improvement cost to produce the space pursuant to the Design Intent Drawings, Special Requirements, SFO requirements, and the Construction Drawings is \$430,366.24 which includes the General Conditions Fee, General Contractor's Fee, Architectural/Engineering Fee, and the Lessor's Project Management Fee. Of the Total Tenant Improvement Costs, \$241,353.42 in Tenant Improvements will be amortized into the firm ten year term per SF-2 Paragraph 7 and the remaining \$189,012.82 shall be reimbursed lump sum.

The Lessor further agrees to provide, install, and maintain the following changes including mark-ups:

- Change Order #1 - F/I (2) Tele/Data & 2 IG outlets
- Change Order #2 - Change pass thru window sizes to 42x38
- Change Order #5 - Remove Door and Wall / Install Agency Items with Blocking
- Change Order #6 - Electrical changes for Security
- Total Change Orders

  
 \$ 6,005.34

The Government therefore agrees to reimburse the Lessor a total amount of **\$195,018.16** (\$189,012.82 above the Tenant Improvement Allowance plus \$6,005.34 for Change Orders) upon completion of the work, inspection, and acceptance of the work, Supplemental Lease Agreement Number 1 signed by both parties, and upon receipt of an acceptable itemized invoice by the Lessor. In no event shall payment be made prior to the delivery date. Payment will be made for those items that are newly installed, based on the following negotiated and agreed upon cost. Payment shall be forwarded to:

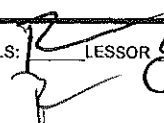
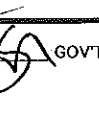
**PERSHING CIRCLE, LLC**  
**1701 E E STREET**  
**CASPER, WY 82601-2171**

The Vendor receiving payment shall issue the invoice. The invoice shall include a unique invoice number and cite the following PDN Number **PS0020825** (Invoices submitted without the PDN Number 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 GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically may mail the invoices to the following address: "GSA, Greater Southwestern Finance Center (7BCP), P.O. Box 17181, Fort Worth, TX 76102."

XIII. Paragraph 18 of the SF-2 shall be added:

"18. Per SFO Paragraph 7.13 FLOOR COVERING AND PERIMETERS, Subparagraph A. BUILDING SHELL, Subparagraph 4, the carpeting shall be replaced at year 7.5 of the lease."

XIV. All other terms and conditions shall remain in full force and effect.

INITIALS:  LESSOR  GOVT