

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09P-LNV03079
ADDRESS OF PREMISES: 215 South 11 th Street Elko, NV 89801-7536	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Gallagher Properties, LLC

whose address is: 2770 Del Monte Ln
Reno, NV 89511-7536

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 upon execution by the Government as follows: To accept Tenant Improvements and amend annual rental rates to include tenant improvement amortization. In this regard, Paragraph 1.03 has hereby been deleted and substituted therefore:


"1.03 RENT AND OTHER CONSIDERATION (APR 2015)

- A. Tenant Improvements have been accepted on July 8, 2016 and payment of Tenant Improvement Amortization will begin on August 1, 2016. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:


This Lease Amendment contains 2 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: Gallagher Properties LLC
Date: July 21, 2016

FOR THE GOVERNMENT:


Signature: _____
Name: _____
Title: _____
GSA, Pub _____
Date: 7/25/16

WITNESS FOR THE LESSOR BY:


Signature: _____
Name: AN LEAR
Title: MANAGER
Date: 7/21/16

Rental Period	Portion of Space	Shell Rent	Operating Cost	TI ¹	Total Rate	Total Annual Rent
March 16, 2016 – July 31, 2016	Office and Warehouse 1,790 RSF	\$7.31 / rsf	\$3.72 / rsf	\$0.00 / rsf	\$11.03 / rsf	\$19,743.70
	Wareyard 5,000 RSF	\$3.85976 / rsf	\$0.00 / rsf	\$0.00 / rsf	\$3.85976 / rsf	\$19,298.80
Total Annual Rent for March 16, 2016 – July 31, 2016						\$39,042.50
August 1, 2016 – July 31, 2021	Office and Warehouse 1,790 RSF	\$7.31 / rsf	\$3.72 / rsf	\$6.930374 / rsf	\$17.96 / rsf	\$32,149.07
	Wareyard 5,000 RSF	\$3.85976 / rsf	\$0.00 / rsf	\$0.00 / rsf	\$3.85976 / rsf	\$19,298.80
Total Annual Rent for August 1, 2016 – July 31, 2021						\$51,447.87
March 16, 2021 – March 15, 2026	Office and Warehouse 11790 RSF	\$7.64 / rsf	\$3.72 / rsf	\$0.00 / rsf	\$11.36 / rsf	\$20,334.40
	Wareyard 5,000 RSF	\$4.18976 / rsf	\$0.00 / rsf	\$0.00 / rsf	\$4.18976 / rsf	\$20,948.80
Total Annual Rent for March 16, 2021 – March 15, 2026						\$41,283.20

¹Total Tenant Improvement cost is \$52,208.00 amortized at 7% over a term of 5 years.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 6,790 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.
- E. 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.
- F. 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 Government's System for Award Management (SAM); formerly known as Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- G. 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.

All other terms and conditions of the Lease shall remain in full force and effect."

INITIALS:

LESSOR

&

GOVT