

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

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1

DATE

JAN 18 2012

TO LEASE NO. GS-09B-02705

Page 1 of 2

ADDRESS OF PREMISES Richard A. Herz Office Complex  
1390 S. Curry St.  
Carson City, NV 89703

THIS AGREEMENT, made and entered into this date by and between Richard & Lee Herz Dixon, Trustee of the Richard & Patricia Herz trust for the Lee Herz Dixon Family

whose address is 1300-1390 S. Curry St.  
Carson City, NV 89703-5202

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 establish beneficial occupancy as of September 1, 2011 and establish the final rental rates, commission credit and amortize the final amount of tenant improvements into the rent.

Tenant Improvements in the amount of \$43,802.00 will be amortized over 2 years at 7%.

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

I) Part II - Offer - Section C. Rental, 5 and 6 of this lease is hereby amended:

5. AMOUNT OF ANNUAL RENT

\$98,143.55 for years 1-2 (\$19.57 per rentable square foot comprised of \$10.13 for shell, \$4.69 for amortized tenant improvements and \$4.75 for operating expenses)  
\$74,623.20 for years 3-5 (\$14.88 per rentable square foot comprised of \$10.13 for shell, and \$4.75 for operating expenses)  
\$86,659.20 for years 6-10 (\$17.28 per rentable square foot comprised of \$12.53 for shell and \$4.75 for operating expenses)

6. RATE PER MONTH

\$8,178.63 for years 1-2  
\$6,218.60 for years 3-5  
\$7,221.60 for years 6-10

II) Section 3.0 of Attachment 2 to GSA Form 3626 Minimum GSA Requirements is hereby amended as follows:

3.0 BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)

A. For the purposes of this SFO, Jones Lang LaSalle (the Broker) is the authorized real estate broker representing GSA. A GSA CONTRACTING OFFICER MUST REVIEW, APPROVE, AND EXECUTE THE LEASE. The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that if normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be negotiated between the Lessor and the Broker and will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer,

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

LESSOR

[Redacted signature area]

Trustee  
(Title)

[Redacted signature area]

Contracting Officer, General Services Administration  
(Official Title)

the Offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

B. For the benefit of the Government, the Broker has agreed to forego [redacted] percent of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied in equal monthly amounts against the rental payments over the minimum number of months that will not exceed the monthly rental of the SFO. The commission credit shall begin in month one (1) of the Lease. The monthly rent is \$8,178.63. The commission credit is calculated as follows:

Total Commission:	Flat Fee	=	[redacted]
GSA Credit:	\$14,924.64 x [redacted]	=	[redacted]
Jones Lang LaSalle:	\$10,648.80 x [redacted]	=	[redacted]

The monthly rent adjusted for the total GSA commission credit of \$5,074.38 is as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
Month 1	\$8,178.63	[redacted]	[redacted]	[redacted]
Month 2	\$8,178.63	[redacted]	\$00.00	[redacted]

The Lessor agrees that the commission of \$9,850.26 is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated November 28, 2011.

All other terms and conditions of the lease shall remain in force and effect.

LESSOR

UNITED STATES OF AMERICA

BY [Signature]  
(Initial)

BY [Signature]  
(Initial)