

ADDRESS OF PREMISES

1245 N. ALPHA STREET, ELY, NV 89301-9535

THIS AGREEMENT, made and entered into this date by and between

MICHAEL S SALLEE AND KATHRYN J SALLEE

whose address is

[REDACTED]

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 per Section 1 of this simplified lease.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2013, as follows:

Page 1 of the Lease is hereby amended with the following paragraph:

The Lessor hereby leases to the Government **3,135 rentable square feet (which yields 2,808 ANSI/BOMA square feet)** as 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 D ("the premises"), together with the right to the use of the parking spaces and the other areas described in said Section II of said Exhibit A, to have and to hold for the term of 10 years, all firm term, commencing on the date of July 1, 2013 to June 30, 2023, subject to the terms and conditions set forth below.


Continued on page 2

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: * [REDACTED] S M Title: <u>Owner</u> Entity Name: _____ Date: <u>5-20-13</u> <u>5-20-13</u>	FOR THE GOVERNMENT: [REDACTED] Signature: [REDACTED] Name: _____ Title: <u>Lease Contracting Officer</u> GSA, Public Buildings Service Date: <u>5/23/13</u>
---	---

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: _____
Title: _____
Date: 5-20-2013

5/20/13 MS 

1. Paragraph 1.03 is hereby restated:

1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual rentable area of 3,135 RSF, subject to limitations set forth in Section 3 of this Lease.

The rent breakdown is as follows:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$ 16.50	\$ 51,727.50	\$ 16.50	\$ 51,727.50
T.I Rental Rate*	\$ 1.00	\$ 3,135.27	\$ -	\$ -
Operating Cost	\$ 7.25	\$ 22,728.75	\$ 7.25	\$ 22,728.75
Full Service Rate	\$ 24.75	\$ 77,591.52	\$ 23.75	\$ 74,456.25

*The Tenant Improvement Allowance of \$13,845.00 is amortized at a rate of 5 percent per annum over 5 years.

Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR), all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Initials MS & GA
Lessor Government
5/20/13