

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE:
TO LEASE NO. LWY14301		
ADDRESS OF PREMISES [REDACTED] Office Building 980 12 <sup>th</sup> Street Lander, Wyoming 85520-2661		
THIS AGREEMENT, made and entered into this date by and between:  Tiger Park, LLC whose address is 7951 La Jota Way La Jolla, CA 92037-3325  hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government; NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said		

Lease is amended, June 1, 2010 as follows:

This SLA is issued to establish lease commencement date, term, termination rights, revise the annual rental rate based on the addition of the tenant improvement costs and establish broker commission.

Paragraphs 1,2, 3,10, and 11 of the Lease are deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises:

A total of 7,000 rentable square feet (RSF) yielding approximately 6,700 ANSE/BOMA area of office and related space at the GSA Office Building located at 980 12<sup>th</sup> Street, Lander, Wyoming 82520-2661. The landlord is to provide nineteen (19) on-site secured parking spaces with capability to add one additional space over the lease term for a total of 20 spaces per the SFO.

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the firm term beginning on June 1, 2010 through May 31, 2025."

"3. The Government shall pay the Lessor annual rent as follows:

Upon beneficial occupancy by the Government, Annual Rent of \$248,410.87 at the rate of \$20,700.90 per month in arrears for base year. Annual rent consists of (4) components:

- a. Shell Rent: Shell Rental Rate is \$158,875.72 or \$22.70 (RSF) at a rate of \$13,239.64 per month, beginning on 6/1/2010 through 5/31/2015. Shell Rental Rate is \$170,355.72 or \$24.34 per RSF, at the rate of \$14,196.31 per month, beginning on 6/1/2015 through 5/31/2020. Shell Rental Rate is \$213,540.00 or \$30.51 per RSF at a rate of \$17,795.00 per month, beginning on 6/1/2020 through 5/31/2025. All parking costs are also included.
- b. Base Operating Costs: Base year service cost is \$28,000.00 or \$4.00 per RSF, at the rate of \$2,333.33 per month.
- c. Amortized Tenant Improvement: Annual Amortized TI Rental is \$33,535.15 or \$4.79 per RSF, at the rate of \$2,794.60 per month for years 1 through 10.
- d. Taxes cost is \$26,000 or \$3.71 per RSF at a rate of \$2,333.33 per month for years 1 through 15.

Rent Breakdown	Annual Rent 6/1/2010 - 6/31/2015	Monthly Rent
Shell Rent (no taxes included)	\$158,875.72	\$13,239.64
Taxes	\$26,000.00	\$2,166.67
Operating Cost	\$28,000.00	\$2,333.33
Amortization of TI	\$33,535.15	\$2,794.60
Full Service Rent	\$246,410.87	\$20,534.24
Rent Breakdown	Annual Rent 6/1/2015 - 5/31/2020	Monthly Rent
Shell Rent (no taxes included)	\$170,355.72	\$14,196.31
Taxes	\$26,000.00	\$2,166.67
Operating Cost	\$28,000.00	\$2,333.33
Amortization of TI	\$33,535.15	\$2,794.60
Full Service Rent	\$257,890.87	\$21,490.91

Rent Breakdown	Annual Rent 6/1/2020 - 6/31/2025	Monthly Rent
Shell Rent (no taxes included)	\$213,540.00	\$17,795.00
Taxes	\$26,000.00	\$2,166.67
Operating Cost	\$28,000.00	\$2,333.33
Amortization of TI	\$0	\$0
Full Service Rent	\$267,540.00	\$22,295.00

- Rent for a lesser period shall be prorated. Rent checks shall be payable to the Lessor. Payments to the Lessor to be sent to:  
Tiger Park, LLC  
7951 La Jolla Way  
La Jolla, CA 92037-3325

4." Paragraph 4 of the lease is deleted in its entirety and replaced as follows:

The Government may terminate this lease in whole or in part at any time after 5/31/2020 giving at least sixty (60) days prior notice in writing to the Lessor. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

10." Paragraph 10 of the lease is deleted in its entirety and replaced as follows:

Upon completion, inspection and acceptance by the GSA Contracting officer, the Government will pay the total Alteration Cost in the amount of \$892,480.00. The total of \$230,334.72 will be amortized over the term of the lease at 8% and the amortization term is ten years. The remaining balance of \$662,145.28 will be paid to the landlord via lump sum payment upon acceptance of space.

11." Paragraph 11 of the lease is deleted in its entirety and replaced as follows:

Broker has agreed to a cooperating flat fee lease commission of [REDACTED] (Gross Commission). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the Broker Commission and Commission Credit paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The commission credit is [REDACTED]. The lessor agrees to pay the Commission less the Commission Credit, [REDACTED] (Net Commission) to the Broker as follows: Fifty percent of the commission (50%) is due and payable within 30 days of lease award and the remaining fifty (50%) is payable upon acceptance of space by the tenant agency. Notwithstanding Paragraph 3 of this Standard Form 2, the Shell Rental Payments due and owing under this lease shall be reduced to fully recapture this commission credit. The reduction in shell rental shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

First Month's Rental Payments of \$20,708.33 (includes \$15,406.31 Shell Rental rate including taxes) minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payments of \$20,708.33 (includes \$15,406.31 Shell Rental rate including taxes) minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payments of \$20,708.33 (includes \$15,406.31 Shell Rental rate including taxes) minus the prorated commission credit [REDACTED] equals [REDACTED] Third Month's Rent.

and effect. IN WITNESS WHEREOF, the parties subscribed their

[REDACTED SIGNATURE]

Member

(Title)

IN [REDACTED SIGNATURE]

7951 LA Jolla Way  
LA JOLLA, CA 92037

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION,  
PUBLIC BUILDINGS SERVICE CENTER

BY ADAM MENZIES

CONTRACTING OFFICER

(Official Title)