

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT  
NO. 3

DATE JUL 16 2012

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TO LEASE GS-10B-07311 Bldg #ID4402

ADDRESS OF PREMISES Banner Bank Building, 950 W. Bannock Street, Boise, Idaho 83702-5999

THIS AGREEMENT, made and entered into this date by and between T & B Land Holding, LLC

whose address is: T & B LAND HOLDING, LLC  
c/o: 10TH AND BANNOCK, LLC  
950 W. BANNOCK STREET, SUITE #515  
BOISE, IDAHO 83002-5999

hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

Supplemental Lease Agreement No. 3 is hereby prepared to establish beneficial occupancy, to amend the rentable and ABOA square footages, and to amend the subsequent rental paragraphs and commission credit paragraphs.

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:

Paragraphs 1, 2, 3, 5, 8, 10, 11, 12, 15 and 17 are deleted in their entirety and replaced with the paragraphs below.

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

A total of 9,678 rentable square feet (RSF) of office and related space, which yields 8,441 ANSI/BOMA Office Area square feet (USF) of space at Banner Bank Building, 950 W. Bannock Street, Boise, Idaho 83702-5999 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 seven (7) parking spaces for exclusive use of Government employees and patrons, although included in the rent parking shall be valued at \$1,080.00 per space/year

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 12, 2012 and ready for occupancy through the following ten (10) years term in accordance with the Paragraph 5.10 (G.) entitled "Acceptance of Space and Certificate of Occupancy."

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

Years	Annual Shell Rent	Annual Operating Cost	Annual Amortized TTs	Annual Building Specific Security	Total Annual Rent
1 - 3	\$176,236.38	\$24,195.00*	\$28,807.37	\$0.00	\$229,238.75
4 - 6	\$189,398.46	\$24,195.00*	\$28,807.37	\$0.00	\$242,400.83
7 - 10	\$203,238.00	\$24,195.00*	\$28,207.37	\$0.00	\$255,640.37

\*Subject to annual operating cost adjustments

Rent for a lesser period shall be prorated and paid in arrears. Rent checks shall be made payable to:

T & B LAND HOLDING, LLC  
C/O: 10TH AND BANNOCK, LLC  
950 W. BANNOCK STREET, SUITE #515  
BOISE, IDAHO 83002-599918

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

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LESSOR: T & B Land Holding, LLC

BY

*Gary Christensen*  
(Signature)

IN THE PRESENCE OF

*Wally R. Smith*  
(Signature)

*Managers*  
(Title)  
950 W. Bannock #515  
Boise ID 83702  
(address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY

*Michael J. O'Brien*  
(Signature)

**MICHAEL J. O'BRIEN**  
CONTRACTING OFFICER

CONTRACTING OFFICER  
(Title)

5. This lease may be renewed at the option of the Government, for the following terms and at the following rental rates:

Years	Annual Shell Rent	Annual Operating Cost*	Total Annual Rent
11 - 16	\$203,528.34	\$24,195.00	\$227,723.34

\*Subject to previous year's annual operating cost adjustments

8. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$198,943.53 shall be amortized through the rent for ten (10) years at the rate of 7.875%. The total annual cost of Tenant Improvements for the amortization period shall be \$28,807.37

10. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as (9,678/171,666) or 5.64%.

11. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$2.50/RSF (\$24,195.00/annum).

12. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.146547% (9,678 RSF/8,441 USF).

15. Intentionally Deleted Building Security Costs.

17. COMMISSION AND COMMISSION CREDIT: In accordance with SFO Paragraph 2.3. Broker Commission and Commission Credit, UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties, executed on June 9, 2011. Due to the Commission Credit described in SFO Paragraph 2.3.B, only \$ [redacted] of the Commission, will be payable to UGL Services Equis Operations Co. with the remaining [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall apply to the first month of the rental payments as indicated in this schedule for adjusted Monthly Shell Rent:

First full Month's Shell Rental Payment is \$14,686.37 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Shell Rent.

Second full Month's Shell Rental Payment is \$14,686.37 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Shell Rent.

Third full Month's Shell Rental Payment is \$14,686.37 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Shell Rent.

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

INITIALS: GFC Lessor WR GOVT