

**SUPPLEMENTAL LEASE AGREEMENT**

|   |  |                  |                |
|---|--|------------------|----------------|
| SUPPLEMENTAL LEASE AGREEMENT NO.<br>2                         | TO LEASE NO. GS-10B-07192<br>BLDG NO. ID4394 | DATE<br>12/28/11 | PAGE<br>1 of 2 |
| ADDRESS OF PREMISES: 2631 Nez Perce Drive, Lewiston, ID 83501 |  |                  |                |

THIS AGREEMENT, made and entered into this date by and between **McFon, LLC**, whose address is: **202 26<sup>th</sup> Ave., Lewiston, ID 83501-4263**, hereinafter called the **Lessor**,

and the **UNITED STATES OF AMERICA**, hereafter called the **Government**:

WHEREAS, the parties hereto desire to amend the above Lease to establish beneficial occupancy and finalize the the lease term.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **October 31, 2011** as follows:

Paragraphs 2,3,19, and 20 of the lease is hereby deleted and replaced as follows:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the 15 year term beginning November 2, 2011 through November 1, 2026 in accordance with Paragraph 5.12.G entitled "Acceptance of Space and Certificate of Occupancy" herein, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor monthly rent, in arrears, as follows:

| Annual Expense |             |                 |                |             |              |              |
|----------------|-------------|-----------------|----------------|-------------|--------------|--------------|
| Years          | Shell Rent  | Operating Costs | TI's amortized | Taxes       | Annual Rent  | Monthly Rent |
| 1-5            | \$57,612.03 | \$19,650.00     | \$22,329.87    | \$11,975.00 | \$111,566.90 | \$9,297.24   |
| 6-10           | \$69,127.00 | \$19,650.00     | \$22,329.87    | \$11,975.00 | \$123,081.87 | \$10,256.82  |
| 11-15          | \$85,555.00 | \$19,650.00     | \$0.00         | \$11,975.00 | \$117,180.00 | \$9,765.00   |

Rent for a lesser period shall be prorated. Operating Costs are subject to CPI adjustments. Real Estate Taxes are subject to adjustment. Rent checks shall be made payable to: **McFon, LLC, P.O. Box 650, Burlington, WA 98233-0650**.

19. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the Base Rent Lease Value for the initial firm term of the lease, or [REDACTED]. 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, or [REDACTED], to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

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 rent shall commence with the first month of the rental payments and will continue IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR - **McFon, LLC**

|  |  |
|--|--|
| SIGNATURE<br><i>Michael V. Fohn</i>                | NAME OF SIGNER<br><b>MICHAEL V. FOHN</b> |
| ADDRESS<br><b>P.O. BOX 650 BURLINGTON WA 98233</b> |  |

IN PRESENCE OF

|                               |                                    |
|-------------------------------|------------------------------------|
| SIGNATURE<br><i>Eve Smith</i> | NAME OF SIGNER<br><b>EVE SMITH</b> |
| ADDRESS<br>[REDACTED]         |                                    |

UNITED STATES OF AMERICA

|  |  |
|--|--|
| SIGNATURE<br><i>TERRIA HEINLEIN</i>          | NAME OF SIGNER<br><b>TERRIA HEINLEIN</b> |
| OFFICIAL TITLE<br><b>CONTRACTING OFFICER</b> |  |

(CONTINUED FROM PAGE 1 OF 2)

The monthly rent adjusted for the commission credit is as follows:

| Rent Period | Scheduled<br>Monthly Full<br>Service Rent | Scheduled<br>Monthly Shell<br>Rent | Commission<br>Credit Owed | Commission<br>Credit Remaining | Adjusted Monthly<br>Rent Payment |
|-------------|---|------------------------------------|---------------------------|--------------------------------|----------------------------------|
| Month 1     | \$9,297.24                                | \$4,801.00                         |                           |                                |                                  |
| Month 2     | \$9,297.24                                | \$4,801.00                         |                           | \$0.00                         |                                  |
| Month 3     | \$9,297.24                                | \$4,801.00                         | \$0.00                    | \$0.00                         | \$9,297.24                       |

20. The space has been completed, inspected and accepted. The total cost of Tenant Improvements and Building Specific Security submitted by the Lessor is **\$398,659.99**, the TI costs to construct the space in accordance the lease contract, the attached approved Design Intent Drawings, and the scope of work provided with the lease exceeds the Tenant Improvement Allowance by **\$250,182.29**. The **\$250,182.29** overage in the Tenant Improvement (TI) costs shall be reimbursed to the Lessor in a onetime lump sum payment which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.gsa.finance.gov](http://www.gsa.finance.gov). If you are unable to process the invoice electronically, you must mail the invoice to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Michael O'Brien  
Lease Contracting Officer  
Real Estate Acquisition Division  
US General Services Administration  
400 15th Street SW (10PRA)  
Auburn, WA 98001-6599

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0018398

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions shall remain in full force and effect.

INITIALS: MP & JH  
Lessor Gov't