

MAR 15 2012

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE**

SUPPLEMENTAL AGREEMENT  
NO. 2

DATE

2-17-12

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO.  
GS-10B-07320

BLDG NO.  
ID4252

**Address of Premises:** Exchange Plaza, 1820 E. 17<sup>th</sup> Street  
Idaho Falls, ID 83404

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THIS AGREEMENT, made and entered into this date by and between Infinite Investments, LLC  
whose address is: 1820 E. 17<sup>th</sup> Street, Suite 320, Idaho Falls, ID 83404-6469

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

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 29, 2012, as follows:

Supplemental Lease Agreement (SLA) No. 2 is issued to expand the lease by 387/RSF, 364/ABOA by including Suite 250 into the lease.

To accomplish this, Section 1.01, THE PREMISES, second paragraph, and Section 1.03, RENT AND OTHER CONSIDERATION, Section 1.05, TERMINATION RIGHT, Section 1.06, RENEWAL RIGHTS, and Section 1.08, PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, are hereby deleted in their entirety and replaced as follows.

Section 1.01 - THE PREMISES, second paragraph

The Premises are described as follows:

Office and Related Space: 1,920 rentable square feet (RSF), yielding 1,759 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 1.091529 percent, located on the 1st floor known as Suite 100 (Block A - 1,533/RSF, 1,395/ABOA), and on the 2<sup>nd</sup> floor known as Suite 250 (Block B - 387/RSF, 364/ABOA) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

Section 1.03 - RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

YEARS - FEBRUARY 29, 2012 - DECEMBER 15, 2016				
BLOCKS	SHELL RENTAL RATE	OPERATING COSTS <sup>1</sup>	BUILDING SPECIFIC SECURITY COSTS <sup>2</sup>	ANNUAL RENT
BLOCK A	\$13,781.67	\$7,996.54	\$240.81	\$22,019.02
BLOCK B	\$3,479.13	\$2,018.70	\$0.00	\$5,497.83
TOTAL	\$17,260.80	\$10,015.24	\$240.81	\$27,516.85

<sup>1</sup>Not inclusive of annual CPI adjustments

<sup>2</sup>Building Specific Security Costs are amortized at a rate of 5.5 percent per annum over 5 years.

LESSOR: Infinite Investments, LLC

BY

(Signature)

*Managing Member*  
(Title)

IN PRESENCE OF

(Signature)

1820 E. 17<sup>th</sup> St #320, ID 83404  
(Address)

UNITED STATES OF AMERICA

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION

BY

(Signature)

(Official Title)

**Hilda Gonzalez**  
**Contracting Officer**

LESSOR *[Signature]* / GOVERNMENT *[Signature]*

YEARS – DECEMBER 16, 2016 – DECEMBER 15, 2021			
BLOCKS	SHELL RENTAL RATE	OPERATING COSTS <sup>1</sup>	ANNUAL RENT
BLOCK A	\$15,179.70	\$7,996.54	\$23,176.24
BLOCK B	\$3,832.06	\$2,018.70	\$5,850.76
TOTAL	\$19,011.76	\$10,015.24	\$29,027.00

#### Section 1.05 – TERMINATION RIGHT

The Government may terminate this Lease, in whole, at any time effective after the firm term (December 15, 2016) of this Lease by providing not less than 120 days' prior written notice to the Lessor for the Block A space. The Government may terminate this Lease, in whole, at any time effective after December 15, 2014 of this Lease by providing not less than 60 days' prior written notice to the Lessor for the Block B space. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### Section 1.06 - RENEWAL RIGHTS

YEARS – DECEMBER 16, 2021 – DECEMBER 15, 2026		
BLOCKS	SHELL RENTAL RATE \$10.92/RSF	OPERATING COSTS <sup>1</sup>
BLOCK A	\$16,740.36	
BLOCK B	\$4,226.04	
TOTAL	\$20,966.40	

<sup>1</sup>OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

YEARS – DECEMBER 16, 2026 – DECEMBER 15, 2031		
BLOCKS	SHELL RENTAL RATE \$12.05/RSF	OPERATING COSTS <sup>1</sup>
BLOCK A	\$18,472.65	
BLOCK B	\$4,663.35	
TOTAL	\$23,136.00	

<sup>1</sup>OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

#### SECTION 1.08 - PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 7.0763% percent. The percentage of occupancy is derived by dividing the total Government space of 1,920 RSF by the total building space of 27,133 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$1,878.25.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

LESSOR

GOVERNMENT