

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

Supplemental Agreement
No. 2

Date:

FEB 07 2012

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-09B-02408

ADDRESS OF PREMISES **Beltway Business Park, Office No.3
5650 Badura Avenue
Las Vegas, NV 89118-4719**

THIS AGREEMENT, made and entered into this date by and between **Beltway Business Park Office No. 3, LLC**

whose address is **2300 W. Sahara Avenue, Suite 530
Las Vegas, NV 89102-4353**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 upon Government execution, as follows: To provide Notice to Proceed with construction, to establish the tenant improvement construction cost and to order tenant improvements which exceed the tenant improvement allowance.

Notice to Proceed:

As of January 25, 2012, the Lessor is hereby issued Notice to Proceed with the construction of Tenant Improvements in the space under lease based upon the Government's acceptance of the Tenant Improvement Price in the amount of \$1,894,944.00. Please note that this cost reflects the A/E savings of \$29,833.00. Per the SFO the Lessor's A/E Fee is \$3.54 per Square foot which equivocates to \$76,298.00; The Lessor has agreed to charge their actual cost of \$46,465.00 for a savings of \$29,833.00. The Tenant Improvement Allowance is \$934,247.55 and Building Specific Security Cost Allowance is \$71,150.00.

Handwritten notes and signatures:
\$889,546.50
W...
(\$1,894,944.00)

Tenant Improvement Rental Adjustment


In accordance with SFO Section 3.3, Tenant Improvement Rental Adjustment (AUG 2008), the Government shall make a lump sum payment for the tenant improvement coverage in the amount of ~~\$889,546.50~~ (\$1,894,944.00 - (Tenant Improvement Allowance of \$934,247.55 + Building Specific Security Allowance of \$71,150.00)). The lump sum payment shall be made upon completion and acceptance of the Improvements. The Tenant Improvement Price Proposal, Exhibit A is attached to and made a part of Supplemental Lease Agreement No. 2 to GS-09B-02408.


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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written:

LESSOR: Beltway Business Park Office No. 3, LLC

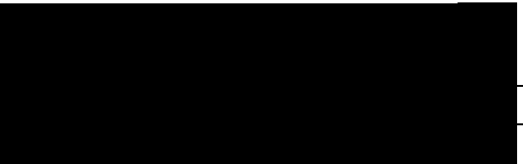
Manager: Majestic Beltway Office Buildings, LLC, a Delaware limited liability company

BY:  **EDWARD P. ROSKI, JR.**
President and Chairman of the Board (Title)

Manager: Thomas & Mack Beltway, LLC, A Nevada limited Liability Company
BY:  (Signature) _____ (Title)

IN THE PRESENCE OF  (Signature) _____
19191 Crossroads Parkway North, Sixth Floor
City of Industry, CA 91746-3497 (Address)

UNITED STATES OF AMERICA: General Services Administration, Public Buildings Service

 (Inger Whitfield) CONTRACTING OFFICER