

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 5

DATE

10/12/2011

LEASE NO. GS-09B-02592 BLDG NO. NV8210

ADDRESS OF PREMISES: 501 Las Vegas Blvd, South
Las Vegas, NV 89101

THIS AGREEMENT, made and entered into this date by and between: [REDACTED], LLC

whose address is: 5655 South Yosemite St., Suite 301
Greenwood Village, CO 80111-4716

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

WHEREAS, the parties hereto desire to amend the above Lease to incorporate the costs resulting from the revised site plan as previously addressed in SLA #4. Based on the revised site plan and upgraded [REDACTED] Security Standards, the resulting costs shall require funding via the established BSS allowance and a newly added reimbursable lump-sum funding payment.

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 29, 30, and 31 are hereby added.

29. As reflected in the attached pricing exhibit, the Government's obligation for additional cost is **\$2,369,486.00**. Based on the lump sum payment amount of \$1,971,655.19, the remaining balance due is \$397,830.81. The amount of \$397,830.81 shall be applied to the BSS allowance of \$523,030.00 already established as per SLA #4. Thus, the projected available amount for remaining future BSS costs allocation with the Government's eventual notice to proceed (NTP) shall be \$125,199.19.

30. The breakdown of costs (by way of allowances & lump sum payment) established at this time at this time are as follows:

- 1) TI Cost Expenditures - **TBD**
- 2) BSS Cost Expenditures - **\$397,830.81 (\$125,199.19 remaining** of the \$523,030.00 allowance)
- 3) Lump Sum Payment via RWA - **\$1,971,655.19**

Based on the Government's reimbursable work authorization (RWA), the Government shall provide a lump sum payment of **\$1,971,655.19** to Lessor upon satisfactory completion and acceptance of the space for buildout.

The above referenced costs are subject to adjustment based on the final, actual scope of work for the buildout. Any additional items added to the current scope of work must be incorporated by way of a subsequent SLA and/or formally approved by the Contracting Officer via written correspondence.

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IN WITNESS WHERE [REDACTED] hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Las Vegas

BY

IN PRESENCE

(Signature)

Stephen M. Blazette, President SDA Inc. Manager

(Print Name and Official title)

Carthyn C. Myers, Assistant Vice President

(Print Name and Official title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service

BY

Contracting Officer

ROBERT W. NIMMO

Supplemental Lease Agreement 5

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31. The Lessor shall submit for Lump Sum Payment, an original and one copy of the invoice for the reimbursable work items, including the annotation of **PS Number "PS 0021859"** on the invoice. The original invoice shall be remitted to:

**GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Ft. Worth, TX 76102**

A copy of the invoice shall be concurrently submitted to the GSA Contracting Officer at:

**GSA, Real Estate (9P1PRD)
600 Las Vegas Blvd, South, Suite 600
Las Vegas, NV 89101"**

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


Govt & 
Lessor