

DATE: 5/10/11

TO LEASE NO. GS-09B-02592

ADDRESS OF PREMISES: Southeast Corner of Las Vegas Boulevard and the Southwest Corner of Clark Avenue
And 6th Street, 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

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

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended to revise the parking space definition, resolve any discrepancies between the SFO and the Special Requirements, determine who prepares the Design Intent Drawings and ownership, maintenance repair and replacement responsibility of Tenant Improvements and Building Specific Security, and identify the government approved blast engineer. Paragraph 17.F. is hereby added and Paragraphs 6.A., 10., 17.A., 25.C. & 27 and pages 1 through 7 of the Special Requirements are hereby deleted in their entirety and the following substituted therefore:

6.A. The parking spaces described in Paragraph 1 provided that number of spaces will also comply with local code. If additional spaces are needed to comply with code the Lessor will supply the spaces.

10. The Lessor shall have 240 working days after receipt of the Notice to Proceed from the Government to complete the build out of the entire space. The Government will accept beneficial occupancy in advance of the 240 day period. All items specified in Lease agreement and as delineated on the Government approved design intent drawings, shall be provided by the Lessor. It is the intent of the Lessor and the Government to have a building ready for occupancy in August of 2012.


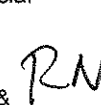
17.A. The Lessor will prepare the Design Intent Drawings, then Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.14 (B). "Design Intent Drawings" Drawings." The budget proposal must be submitted in Construction Specification Institute (CSI) Format.

17.F. Title to all items for which the Government makes payment through rent or a LUMP SUM payment through the entire lease term, shall vest in the Government. The Government may remove these items at any time during the lease term. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, the Lessor shall remain responsible for all Maintenance, Repair, and Replacement off all items. If, after the lease term, or any extension, renewal or succeeding lease term, the Government elects to abandon any item in place, Title shall pass to the Lessor.

"25.C. The Government reserves the right to make cash payment for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay LUMP SUM for any or all of the BSS Allowance. If prior to occupancy the Government elects to make a LUMP SUM payment for any portion of the BSS Allowance, the payment of the BSS Allowance by the Government will result in a decrease in rent.

"27. In accordance with Paragraph 1.4.G. of the Solicitation for Offers (as amended by SFO Amendment No. 10), Lessor is obligated to design and construct the leased premises with sufficient structural upgrades to reduce any potential blast impact to the equivalent of a 50-foot physical setback. After lease award, the Lessor shall provide evidence of Hinman Consulting Engineers Inc. blast protection calculations, and their final determination that the proposed design for the facility shall meet the equivalency of a 50-foot setback blast requirement as prescribed in Paragraph 1.4.G. of the Solicitation for Offers (as amended by SFO Amendment No. 10). GSA and The Department of Homeland Security will provide written approval of that design within 10 working days of the date of submittal.

Special Requirements: Attached are revised pages 1 through 7 of the Special Requirements that are added to the Lease. Appendixes A through H remain as exhibits to the Special Requirements and have not been modified.

 & 
Lessor Govt

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: [REDACTED] by: SDA Inc., Manager

By: [REDACTED]
(Signature) Marc Biagiotti

Vice President
(Title)

In the presence of

AA

[REDACTED]
(Signature)

5655 S. Yosemite Street, Suite 301
Greenwood Village, Colorado 80111
(Address)

UNITED STATES OF AMERICA

BY [REDACTED]
(Signature)
ROBERT W. NIMMO

Contracting Officer
(Official Title)