

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 4

DATE

10/11/2011

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 revise the Site Plan as per the request of [REDACTED]. Based on the site plan modifications, there are a number of resulting changes to square footages, rental payments, tax adjustment, tenant improvement allowance, commission & commission credit, BSS allowance, and the maximum allowable square footage for the facility.

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: Paragraph 28 is hereby added. Paragraph 1, 3, 11, 16, 23, 25, and 26 are deleted in their entirety and the following substituted therefore:

1. The Lessor hereby leases to the Government the following described premises:
59,380 rentable square feet (r.s.f.), yielding approximately 52,303 ANSI/BOMA Office Area square feet and related space located in a 5-story building to be constructed at 501 Las Vegas Blvd, South, Las Vegas, Nevada 89101, together with **158** on-site structured, secured parking spaces (the "Premises"), to be used for SUCH PURPOSES DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. The Government shall be entitled to these reserved parking spaces 24 hours a day, 7 days a week without further conditions; including overnight.
3. The Government shall pay the Lessor annual rent of **\$2,075,963.78** at the rate of **\$172,996.97** per month in arrears for lease years 1 through 15.

	Annual Rent	Monthly Rent
Shell Rental	\$1,519,086.38	\$126,590.531666
TI Rental	\$229,578.31	\$19,131.5258333
Building Specific Security	\$52,963.49	\$4,413.62416666
Operating Cost	\$274,335.60	\$22,861.30
Full Service Rent	\$2,075,963.78	\$172,996.991666
Full Service Rent per RSF	\$34.96/RSF	

Rent for a lesser period shall be prorated. Rent shall be payable to:

[REDACTED] LLC
c/o SDA Inc.
5655 S. Yosemite Street, Suite 301
Greenwood Village, Colorado 80111-4716

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

LESSOR

BY

IN PRESENCE

(Signature)

Stephen M. Bragioni, President SDA Inc. Manager
(Print Name and Official title)

MARK CANTO SDA INC CEO
(Print Name and Official title)

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

BY

(Signature)

Contracting Officer

(Official title)

ROBERT W. NIMMO

11. **Tax Adjustment:** Pursuant to Paragraph 4.2. "Tax Adjustment," for purposes of tax escalation, the Government occupies 59,380/59,380 rentable square feet (100%).
16. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2. "Tenant Improvements Included in Offer." The Tenant Improvement Allowance of **\$2,267,153.04** shall be amortized over the 15-year firm term of the lease agreement at an interest rate (amortization rate) of 6.0% per year.
23. **Commission and Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for years 1-5; [REDACTED] for years 6-10; and [REDACTED] for years 11-15 of the firm term value of this lease. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 39% 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 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 the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$172,996.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$172,996.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] 4 adjusted Second Month's Rent.

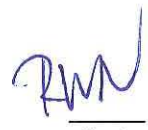

Third Month's Rental Payment \$172,996.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

25. **Building Specific Security Allowance:** The Building Specific Security (BSS) Allowance of **\$523,030.00** shall be amortized over the 15-year firm term of the lease agreement at an interest rate (amortization rate) of 6.0% per year as set forth in Paragraph 3 of this Lease.
- A. Building Specific Security items refer to those items in SFO Section 10 "Lease Security Standards" that are NOT marked as Building Shell or Tenant Improvements.
 - B. The Government, as its sole discretion, shall make all decisions as to the usage of the BSS allowance. The Government may use all or part of the BSS Allowance. The Government may return to the Lessor any unused portion of the BSS Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
 - 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 payment for any portion of the BSS Allowance, the payment of the BSS Allowance by the Government will result in a decrease in rent.
 - D. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the BSS requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

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Govt Lessor

26. The actual date, rental rate, and square footage will be established by a supplemental lease agreement (SLA). This information will be based upon the Government and Lessor's actual field measurement for acceptance of beneficial occupancy. In any event, Pursuant to Paragraph 1.3 of the Solicitation for Offers entitled "Amount and Type of Space (AUG 2008)," the total square footage for the Government's assignment shall not exceed the maximum allowable space allocation of 52,303 ANSI/BOMA Office Area square feet of office and related space.
28. **Revised Site Plan:** The attached revised site plan was approved by the Agency, per Exhibit A, and is now incorporated and attached to the said lease. Based on the revised space plan, the updated CAF is 1.13530772613.

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

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