

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 7

DATE

6/7/2012

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

ADDRESS OF PREMISES: 501 Las Vegas Blvd., South, Floors 1-6, Las Vegas, Nevada 89101

THIS AGREEMENT, made and entered into this date by and between Las Vegas [REDACTED]

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 based on the inclusion of the [REDACTED] on the 6<sup>th</sup> floor of the facility located at 501 Las Vegas Blvd., South. The premises and parking spaces shall now be divided into Blocks A, B and C, with adjustments to the rent table, tax adjustment, tenant improvement allowance, building specific security allowance, and commission credits accordingly.

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 33 is restated. Paragraphs 1, 3, 11, 16, 23, 25, 26, 29 and 32 are hereby deleted in their entirety and the following substituted therefore:

1. The Lessor has hereby leases to the Government the following described premises:

**BLOCK A** [REDACTED]: Approximately 48,987 ANSI/BOMA Office Area square feet and related space located 501 Las Vegas Blvd., South, Floors 1-6, Las Vegas, NV 89101, together with **one hundred forty-eight (148)** on-site structured, secured parking spaces for ICE, which is now identified as Block A, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

**BLOCK B** [REDACTED]: Approximately 2,038 ANSI/BOMA Office Area square feet and related space located 501 Las Vegas Blvd., South, 6<sup>th</sup> Floor, Las Vegas, NV 89101, together with **seven (7)** on-site structured, secured parking spaces for FPS, which is now identified as Block B, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

**BLOCK C** [REDACTED]: Approximately 1,300 ANSI/BOMA Office Area square feet and related space located 501 Las Vegas Blvd., South, 6<sup>th</sup> Floor, Las Vegas, NV 89101, together with **four (4)** on-site structured, secured parking spaces for DOL-OIG, which is now identified as Block B, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

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

LESSOR: Las Vegas ICE, LLC

BY

IN PRESENCE OF

(Signature)

Stephen M. Biagiotti President  
(Print Name and Official title)

Marc Biagiotti Vice President SDA Inc.  
(Print Name and Official title) Manager

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

BY

ROBERT W. NIMMO  
(Signature)

Robert W. Nimmo - Contracting Officer  
(Print Name and Official title)

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3. The Government shall pay the Lessor annual rent of **\$2,100,049.28** at the rate of \$175,004.11 per month, which is broken down as follows:

For Block A, in arrears for years one (1) through fifteen (15). Rent for a lesser period shall be prorated.

	<b>Annual Rent</b>	<b>Monthly Rent</b>
Shell Rent	\$ 1,441,187.79	\$ 120,098.98
TI Rent	\$ 215,023.09	\$ 17,918.59
Building Specific Security	\$ 49,605.62	\$ 4,133.80
Operating Cost	\$ 260,267.70	\$ 21,688.98
<b>Full Service Rent</b>	<b>\$ 1,966,084.20</b>	<b>\$ 163,840.35</b>
<b>Full Service Rent per RSF</b>	<b>\$34.90/RSF</b>	

For Block B, in arrears for years one (1) through fifteen (15). Rent for a lesser period shall be prorated.

	<b>Annual Rent</b>	<b>Monthly Rent</b>
Shell Rent	\$ 59,955.00	\$ 4,996.25
TI Rent	\$ 8,945.58	\$ 745.46
Building Specific Security	\$ 2,063.74	\$ 171.98
Operating Cost	\$ 10,827.43	\$ 902.29
<b>Full Service Rent</b>	<b>\$ 81,791.74</b>	<b>\$ 6,815.98</b>
<b>Full Service Rent per RSF</b>	<b>\$34.90/RSF</b>	

For Block C, in arrears for years one (1) through fifteen (15). Rent for a lesser period shall be prorated.

	<b>Annual Rent</b>	<b>Monthly Rent</b>
Shell Rent	\$ 38,244.15	\$ 3,187.01
TI Rent	\$ 5,706.21	\$ 475.52
Building Specific Security	\$ 1,316.42	\$ 109.70
Operating Cost	\$ 6,906.61	\$ 575.55
<b>Full Service Rent</b>	<b>\$ 52,173.38</b>	<b>\$ 4,347.78</b>
<b>Full Service Rent per RSF</b>	<b>\$34.90/RSF</b>	

Total for Block A, Block B and Block C, in arrears for years one (1) through fifteen (15). Rent for a lesser period shall be prorated.

	<b>Annual Rent</b>	<b>Monthly Rent</b>
Shell Rent	\$ 1,539,386.91	\$ 128,282.24
TI Rent	\$ 229,674.87	\$ 19,139.57
Building Specific Security	\$ 52,985.77	\$ 4,415.48
Operating Cost	\$ 278,001.73	\$ 23,166.81
<b>Full Service Rent</b>	<b>\$ 2,100,049.28</b>	<b>\$ 175,004.11</b>
<b>Full Service Rent per RSF</b>	<b>\$34.90/RSF</b>	



Rent checks shall be made payable to:

Las Vegas [REDACTED]  
c/o SDA Inc.  
5655 S. Yosemite St., Suite 301  
Greenwood Village, CO 80111-4716

The Annual Rent shall be adjusted in a subsequent SLA, based upon final Rentable Square Footage calculation as discussed in Paragraph 33 of this SLA.

11. Tax Adjustment: Pursuant to Paragraph 4.2. "Tax Adjustment," for purposes of this SLA, the Government occupies 60,174 RSF for Blocks A, B and C under this contract. **The final percentage of occupancy shall be memorialized in a subsequent SLA contingent upon the final RSF data for the [REDACTED] components and the [REDACTED] under a separate GSA contract).**

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**16. Tenant Improvement Allowance:**

The Tenant Improvement Allowance for Block A ( ) is **\$2,123,415.97** or \$43.34652/ANSI/BOMA amortized at 6.0% over the fifteen (15) year firm term of the lease at the rate of \$3.82/RSF.

The Tenant Improvement allowance for Block B ( ) is **\$88,340.21** or \$43.34652/ANSI/BOMA in TI's which is amortized at 6.0% over the fifteen (15) year firm term of the lease at the rate of \$3.82/RSF.

The Tenant Improvement allowance for Block C ( ) is **\$56,350.48** or \$43.34652/ANSI/BOMA in TI's which is amortized at 6.0% over the fifteen (15) year firm term of the lease at the rate of \$3.82/RSF.

**23. Commission and Commission Credit:**

**BLOCK A (DHS-ICE):**

The Lessor and the Broker have agreed to a cooperating lease Commission of ( ) for years 1-5; ( ) for years 6-10; and ( ) for years 11-15 of the firm term value of this lease. The total amount of the commission is ( ). In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego ( ) of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). **The Commission Credit is ( ).** 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 the 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 \$163,840.35 minus prorated Commission Credit of ( ) equals ( ) adjusted First Month's Rent.

Second Month's Rental Payment \$163,840.35 minus prorated Commission Credit of ( ) equals ( ) adjusted Second Month's Rent.

Third Month's Rental Payment \$163,840.35 minus prorated Commission Credit of ( ) equals ( ) adjusted Third Month's Rent.

**BLOCK B ( )::**

The Lessor and the Broker have agreed to a cooperating lease Commission of ( ) for years 1-5; ( ) for years 6-10; and ( ) for years 11-15 of the firm term value of this lease. The total amount of the commission is ( ). 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 ( ).** 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 the 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 \$6,815.98 minus prorated Commission Credit of ( ) equals ( ) adjusted First Month's Rent.

Second Month's Rental Payment \$6,815.98 minus prorated Commission Credit of ( ) equals ( ) adjusted Second Month's Rent.

Third Month's Rental Payment \$6,815.98 minus prorated Commission Credit of ( ) equals ( ) adjusted Third Month's Rent.

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**BLOCK C ( ):**

The Lessor and the Broker have agreed to a cooperating lease Commission of [ ] for years 1-5; [ ] for years 6-10; and [ ] for years 11-15 of the firm term value of this lease. The total amount of the commission is \$22,825.85. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [ ] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). **The Commission Credit is [ ]** 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 the 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 \$4,347.78 minus prorated Commission Credit of [ ] equals [ ] adjusted First Month's Rent.

Second Month's Rental Payment \$4,347.78 minus prorated Commission Credit of [ ] equals [ ] adjusted Second Month's Rent.


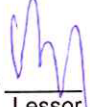
Third Month's Rental Payment \$4,347.78 minus prorated Commission Credit of [ ] equals [ ] adjusted Third Month's Rent.

25. Building Specific Security Allowance: The Building Specific Security (BSS) Allowance for Block A ( ) is \$489,870.00, or \$10.00/ANSI/BOMA, amortized at 6% over the fifteen (15) year firm term of the lease at the rate of \$0.88/RSF. The Building Specific Security (BSS) Allowance for Block B ( ) is \$20,380.00, or \$10.00/ANSI/BOMA, amortized at 6% over the fifteen (15) year firm term of the Lease at the rate of \$0.88/RSF. The Building Specific Security (BSS) Allowance for Block C ( ) is \$13,000.00, or \$10.00/ANSI/BOMA, amortized at 6% over the fifteen (15) year firm term of the Lease at the rate of \$0.88/RSF.

- 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.

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 48,987 ANSI/BOMA Office Area square feet of office and related space for Block A, 2,038 ANSI/BOMA Office Area square feet of office and related space for Block B, and 1,300 ANSI/BOMA Office Area square feet of office and related space for Block C.

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29. Pursuant to SLA #5, the Government's remaining obligation for additional costs is \$397,830.81. This remaining balance will be assigned on a pro-rata basis to Block A ( ), Block B ( ) and Block C ( ), as follows:

**BLOCK A ( ):**

For Block A, based on the previous SLA #5, a lump sum payment amount of \$1,971,655.19 shall be applied. Thus, the pro-rata share of the balance due is \$364,450.81. The amount of \$364,450.81 shall be applied to the BSS allowance of \$489,870.00 established in Paragraph 25 of this SLA. Thus, the projected available amount for remaining future BSS costs allocation with the Government's eventual notice to proceed (NTP) shall be \$125,419.19.

**BLOCK B ( ):**

For Block B, the pro-rata share of the balance due is \$20,380.00. The amount of \$20,380.00 shall be applied to the BSS allowance of \$20,380.00 established in Paragraph 25 of this SLA. Thus, the projected available amount for remaining future BSS costs allocation with the Government's eventual notice to proceed (NTP) shall be \$0.00.

**BLOCK C ( ):**

For Block C, the pro-rata share of the balance due is \$13,000. The amount of \$13,000 shall be applied to the BSS allowance of \$13,000.00 established in Paragraph 25 of this SLA. Thus, the projected available amount for remaining future BSS costs allocation with the Government's eventual notice to proceed (NTP) shall be \$0.00.



32. Revised Site Plan: The attached revised site plan is now incorporated and attached to the said lease. For purposes of this SLA, the CAF shall remain at 1.149998979. The CAF may be adjusted based upon the actual field measurements at time of beneficial occupancy.

33. The final rentable square footage shall be updated and memorialized by a future supplemental lease agreement (SLA). This information will be based upon the Government and Lessor's actual field measurement for Floors 1 thru 6 at the time of beneficial occupancy (rent commencement). Pursuant to Paragraph 4.1 of the solicitation for offers (SFO), the rentable space shall be defined as:

**RENTABLE SPACE:**

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

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

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