

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO 2

DATE
JUL 12 2012

TO LEASE NO.
GS-09B-02739

JUL 12 2012

ADDRESS OF PREMISES: 302 East Carson, Las Vegas, NV 89101-5905

THIS AGREEMENT, made and entered into this date by and between

VF Carson, LLC, a Delaware limited liability company
whose address is 1900 Main Street, #700
Irvine, CA 92614-7328

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 execution by the Government as: To establish beneficial occupancy of the premises on 6/1/2012 and add Paragraph 26 to the lease to establish the tenant improvement allowance to be amortized into the rental consideration and make lump sum payment for the tenant improvement overage.

Paragraphs 9 and 10 are hereby deleted in their entirety and replaced herein and Paragraph 26 is added as follows:

9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on June 1, 2012 through the following 10 years, 5 years firm term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

liability company



Title

1900 MAIN ST #700 IRVINE, CA 92614
(Address)

Signature

UNITED STATES OF AMERICA General Services Administration, Public Building Service

Contracting Officer
(Official Title)

SHEET Number 1 ATTACHED TO AND FORMING APART OF SLA NO. 2 FOR LEASE NO. GS-09B-02739:

10. The Government shall pay the Lessor annual rent as follows:

For months 1-120, the Government shall pay the Lessor annual rent of 315,067.37 (consisting of \$228,262.43 shell rent, \$44,008.91 operating rent and \$42,796.03 tenant improvement allowance) at the rate of \$26,255.61 per month in arrears.

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

VF Carson, LLC
1900 Main Street, #700
Irvine, CA 92614-7328

26. The total cost of the Tenant Improvements is \$472,798.00. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$44,837.81. The remaining balance of \$427,960.19 shall be amortized monthly into the rent at the rate of zero percent (0%) over the first ten (10) years of the lease as stated in the lease.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0023631 and shall be sent electronically to the GSA Finance Website at <https://www.finance.gsa.gov/webvendors/>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 1-800-676-3690.

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Inger Whitfield
Lease Contracting Officer
GSA-Real Estate Division
Alan Bible Federal Building
600 Las Vegas Blvd., South-Suite 600
Las Vegas, NV 89101-6637

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

Gov't Initials

Lessor Initials: