

SUPPLEMENTAL LEASE AGREEMENT

Number 2

Lease Number: GS-09B-02785 Date: 4/13/2012

Stephanie Beltway Center, 150 Stephanie Street, Henderson, NV 89074

THIS AGREEMENT made and entered into this date by and between Henderson Beltway LLC, a Nevada Limited Liability Company

whose address is 500 Newport Center Drive, #630
Newport Beach, CA 92660-7014

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 issue Notice to Proceed (NTP) with Tenant Improvements, update the rent table, establish Building Specific Amortized Security Costs, and revise the commission & commission credits.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, upon execution by the Government, as follows:

Paragraph 27, 28, 29, & 30 are hereby added. Paragraphs 9 & 24 are hereby deleted and replaced therefore:

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

For months 1 through 60, annual rent of \$101,451.36 at the rate of \$8,454.28 per month in arrears:

Months 1 through 60	Rate per Rentable Square Foot (RSF)	Monthly Rent	Annual Rent
Shell Rent (includes taxes)	\$22.44	\$5,275.27	\$63,303.24
Operating Rent	\$1.56	\$366.73	\$4,400.76
Building Specific Amortized Security (BSS) Costs	\$3.33	\$782.66	\$9,391.95
Amortization of Tenant Improvements	\$8.63	\$2,029.62	\$24,355.41
Full Service Rent	\$35.96	\$8,454.28	\$101,451.36

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remain in force and effect.

in their names as of the above date.

AUTHORIZED REPRESENTATIVE
(Title)

520 NEWPORT CENTER DR. NEWPORT BEACH, CA.
(Address)

United States Of America, General Services Administration, Public Buildings Service.

Lease C.O.
(Official Title)

ROBERT W. NIMMO



For months 61 through 120, annual rent of \$74,023.04 at the rate of \$6,168.59 per month in arrears:

Months 61 through 120	Rate per Rentable Square Foot (PRSF)	Monthly Rent	Annual Rent
Shell Rent (includes taxes)	\$24.68	\$5,801.86	\$69,622.28
Operating Rent	\$1.56	\$366.73	\$4,400.76
Building Specific Amortized Security (BSS) Costs	\$0.00	\$0.00	\$0.00
Amortization of Tenant Improvements	\$0.00	\$0.00	\$0.00
Full Service Rent	\$26.24	\$6,168.59	\$74,023.04

Rent for a lesser period shall be prorated.

Rent checks shall be payable to:

Henderson Beltway LLC, a Nevada Limited Liability Company
c/o Western Realco
500 Newport Center Drive, #630
Newport Beach, CA 92660-7014"

24. **COMMISSION and Commission Credit:**

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] 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 9 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this 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 \$8,454.28 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.
- Second Month's Rental Payment \$8,454.28 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

27. For security-related improvements, Building Specific Security (BSS) costs of \$39,059.47 have now been established and amortized through the rent for five (5) years at the rate of 7.5%. The annual cost included in the rent is \$9,391.95 to be paid monthly at a rate of \$782.66.

28. This Supplemental Lease Agreement (SLA) No. 2 has been prepared to issue acceptance and approval for NTP of the Lessor's proposals, indicated in Exhibit "A" attached to this SLA, in the total amount of \$113,412.53. The costs have been reviewed and they have been determined to be fair and reasonable by the Government. The total TI Allowance amortized into the rent is \$112,953.00. The total aggregate cost for construction (NTP) is \$152,472.00. The Lessor has agreed to cover, however, the TI cost overage of \$459.53. Therefore, there are no lump sum overages to document in order to reimburse the Lessor. No additional work items are anticipated for this project and no supplemental funding shall be made available for any additional improvements.

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Gov't Initials: RWN
Lessor Initials: [Signature]



GSA Public Buildings Service

29. In order for building specific security components to be acceptable, the products installed must be on the approved product list at the following link: <http://fips201ep.cio.gov/apl.php>. All installed security components must be compliant with FIPS 201, HSPD12 requirements and meet the requirements as stated in the *Security Statement of Work*.

30. Any additional items and/or costs added to the scope of work identified in this SLA must receive prior approval, and be memorialized by way of a subsequent SLA and/or formally approved by the Contracting Officer via written correspondence.

Gov't Initials:

Lessor Initials:

RWA
PK