

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. <b>GS-09B-02897</b>	DATE <b>MAY 03 2012</b>	PAGE 1 of 3
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ADDRESS OF PREMISES  
Bank of America Plaza 300 South Fourth Street, Las Vegas, Nevada 89101-6040

THIS AGREEMENT, made and entered into this date by and between **CCRP/AG BOFA PLAZA OWNER, LLC** whose address is: 170 Grant Avenue, 6th Floor San Francisco, CA 94108-5455

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 both parties.

**Paragraphs 1, 3, 11, 16 and 24** are deleted in its entirety and the following substituted therefore:

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

The Lessor hereby leases to the Government the following described premises: 6,969 rentable square feet (RSF), yielding approximately 6,060 ANSI/BOMA Office Area square feet and related space located on the 4th Floor of the Bank of America Plaza at 300 South Fourth Street, Las Vegas, NV 89101-6040 together with two (2) onsite structured parking spaces and a minimum of ten (10) commercially available public parking spaces within a one-quarter (1/4) walkable mile of the offered space as depicted on Exhibit A (the "Premises") and Exhibit B ("Parking") of that SF2 dated March 1, 2012, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

3. The Government shall pay the Lessor annual rent of:

**Years 1-5:** \$251,924.69 at the rate of \$20,993.72 per month in arrears; consisting of Shell Rent of \$21.04/RSF, Operating Costs of \$7.47/RSF, and a fully amortized Tenant Improvement Allowance of \$7.64/RSF.

**Years 6-10:** \$249,281.13 at the rate of \$20,773.43 per month in arrears; consisting of Shell Rent of \$28.30RSF, and Operating Costs of \$7.47/RSF.

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

**CCRP/AG BOFA PLAZA OWNER, LLC**  
170 Grant Avenue, 6th Floor  
San Francisco, CA 94108-5455

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

LLC

Authorized Agent  
(Title)

170 Grant Avenue, San Francisco, CA 94108  
(Address)

(Signature)

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

11. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 6,969 / 270,254 rentable square feet (2.579%).

16. **TENANT IMPROVEMENT ALLOWANCE:** The Tenant Improvement Allowance shall be amortized over the five (5) year firm term of the lease agreement at an interest rate (amortization rate) of 0.00% per year. The total Tenant Improvement Allowance consists of \$43,346,518 per ANSI/BOMA Office Area square feet for 5,533 ANSI/BOMA Office Area square feet (\$239,836.30), plus \$50,011,803 per ANSI/BOMA Office Area square feet for 527 ANSI/BOMA Office Area square feet (\$26,356.22) for a total Tenant Improvement Allowance of \$266,192.52.

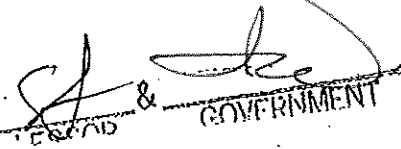

24. **COMMISSION AND COMMISSION CREDIT:** In accordance with SFO Paragraph 2.3 Broker Commission and Commission Credit, Carpenter/Robbins Real Estate, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] 3 or [REDACTED] of the Commission, will be payable to Carpenter/Robbins Real Estate, Inc. The remaining [REDACTED] of [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this SLA #1, 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 of \$20,993.72 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

**NOTE:** Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that for which it is provided without consent of the GSA Lease Contracting Officer.

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

INITIALS:  &   
BROKER & GOVERNMENT