

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 3

TO LEASE NO.

GS-09B-02897

DATE

AUG 06 2012

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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 the Government, as follows: To provide Notice to Proceed with construction, to establish the tenant improvement construction cost and to order tenant improvements which exceed the tenant improvement allowance.

Notice to Proceed:

As of July 26, 2012, the Lessor is hereby issued Notice to Proceed with the construction of Tenant Improvements in the space under lease based upon the Government's acceptance of the Tenant Improvement Price in the amount of \$297,915.00.

Tenant Improvement Rental Adjustment

Small Business Administration Tenant Improvement Rental Adjustment: In accordance with SFO Section 3.3, Tenant Improvement Rental Adjustment (AUGUST 2008), the Government shall make a lump sum payment for the tenant improvement coverage in the amount of \$32,171.38. (Tenant Improvement Price \$ 272,007.68 - Maximum Tenant Improvement Allowance \$239,836.30). The lump sum payment shall be made upon completion and acceptance of the improvements.

Department of Commerce Tenant Improvement Rental Adjustment: In accordance with SFO Section 3.3, Tenant Improvement Rental Adjustment (AUGUST 2008), (Tenant Improvement Price \$25,907.32 - Maximum Tenant Improvement Allowance \$26,356.22 leaves a remaining allowance of \$448.90 which may be used for Government directed change orders. If any portion of this remaining allowance is used by the Government for the purposes stated, said amount shall be subject to the amortization schedule as identified in the lease.

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

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

Authorized Agent  
(Title)

In Presence of

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

(Signature)

Public Buildings Service.

CONTRACTING OFFICER, GSA