

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 4

DATE
DEC 06 2012

TO LEASE NO. **GS-09B-02897**

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 establish beneficial occupancy of the premises on November 2, 2012, to establish the annual rent, to establish the broker commission and commission credit, to add Paragraph 26 to the lease to make a lump sum payment for the tenant improvement overage and government directed change orders.

Paragraph 3, 9, and 24 of the Lease are hereby deleted in their entirety and replaced herein and Paragraph 26 is added:

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 \$146,627.76, Operating Costs of \$52,058.43, and Tenant Improvement Allowance of \$53,238.50.

Years 6-10: \$249,281.13 at the rate of \$20,773.43 per month in arrears; consisting of Shell Rent of \$197,222.70 and Operating Costs of \$52,058.43.

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

**CCRP/AG BOFA PLAZA OWNER, LLC
170 Grant Avenue, 8th Floor
San Francisco, CA 94108-5455**

9. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 2, 2012 through November 1, 2022 subject to termination rights and renewal rights as hereinafter set forth.

-CONTINUED ON SHEET ATTACHMENT NO. 1 OF SUPPLEMENTAL LEASE AGREEMENT NO. 4 FOR GS-09B-02897-

24. 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] or [redacted] of the Commission, will be payable to Carpenter/Robbins Real Estate, Inc. The remaining [redacted] or [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 #4, 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.

26. In accordance with Section 3.3, Tenant Improvement Rental Adjustment (AUG 2008), the Government shall make a lump sum payment to the Lessor for the tenant improvement overage and government directed change orders.

Tenant Improvement Overage: The total cost of the Tenant Improvements is \$297,915.00. The total tenant improvement allowance is \$266,192.52. The Lessor and the Government agree that a lump-sum payment for the tenant improvement overage shall be made in the amount of \$31,722.48. The tenant improvement allowance of \$266,192.52 shall be amortized into the rent at the rate of zero percent (0%) over the five (5) firm term of the lease.

Change Orders: The total cost of Change Order No. 1 is \$1,052.00.

The total lump sum payment to be made to the Lessor for the tenant improvement overage and the change order is \$32,774.48 (\$31,722.48 + \$1,052.00). The lump sum payment is authorized under Reimbursable Work Authorization Number N0183587.

The invoice shall be printed on Lessor letterhead as named on the lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0024156 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 1-800-876-3690.

Lessor shall send a copy of the invoice 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, Nevada 89101-6637

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

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

LESSOR: CORRIAC BOZA PLAZA OWNER, LLC

[Redacted signature area]

Mark Stefan

[Redacted signature area]

Ac Authorized Agent
(Title)

170 Grant Avenue
San Francisco, CA 94108

(Address)

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

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