

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 02

TO LEASE NO. GS-09B-02965

ADDRESS OF PREMISES

6760 Via Austi Parkway, Las Vegas, NV 89119

THIS AGREEMENT, made and entered into this date by and between Odyssey MCC4 LLC

whose address is

6725 Via Austi Parkway, Suite 360, Las Vegas, NV 89119

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 establish beneficial occupancy, restate the square footage based on a remeasurement of the space, replace Exhibits "A" and "B," and to restate the rent paragraph:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 24, 2012, as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 24, 2012 and continuing through September 23, 2022 subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

Paragraphs 1.01 and 1.03 of GS-09B-02965 have been deleted in their entirety and are replaced with the following:

**\*1.01 THE PREMISES (AUG 2011)**

The Premises are described as follows:

Office and Related Space: 22,834 rentable square feet (RSF), yielding 19,856 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 14.9979855 percent, located on the 1<sup>st</sup> & 2<sup>nd</sup> floor(s) and known as Suite(s) 150 & 200, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit "A".

-Continued on Sheet Number 1, attached hereto-

IN WITNESS WHEREOF, the parties subscribed their names as of the

FOR THE LESSOR:

Signature: 

Name: G

Title: Managing Partner

Entity Name: Odyssey MCC4 LLC

Date: \_\_\_\_\_

FOR THE

Signature: 

Name: \_\_\_\_\_

Title: Le

GSA, Public Buildings

Date: \_\_\_\_\_

NOV 09 2012

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: Graham Nelson

Title: Manager

Date: \_\_\_\_\_

SHEET NUMBER 1, ATTACHED TO AND MADE PART OF LEASE AMENDMENT NUMBER 02 TO US GOVERNMENT LEASE NUMBER GS-09B-02965

**"1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

The first four (4) months of Total Gross Rent shall be free as a rent concession at the beginning of the lease term.

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$487,049.22	\$21.33	\$610,352.82	\$26.73
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$99,413.46	\$4.35 <sup>2</sup>	\$99,413.46	\$4.35 <sup>2</sup>
OPERATING COSTS	\$125,358.66	\$5.49	\$125,495.91	\$5.49
TOTAL ANNUAL RENT	\$711,821.34	\$31.17 <sup>2</sup>	\$835,262.19	\$36.58 <sup>2</sup>

<sup>1</sup>The Tenant Improvement Allowance of \$994,134.56 is amortized at a rate of 0.00% percent per annum over ten (10) years.

<sup>2</sup>Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 20,041 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM).

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

4. INTENTIONALLY DELETED

G. INTENTIONALLY DELETED"

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

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Initials          &           
 Lessor                      Govt.