

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01
	TO LEASE NO. GS-09P-LNV03277
ADDRESS OF PREMISES 411 Bonneville Avenue Las Vegas, NV 89101-6632	PDN Number:

THIS AMENDMENT is made and entered into between **TIH Bonneville, LLC.**

whose address is: 1333 N. Buffalo Drive, #120, Las Vegas, NV 89128

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 change the payee information, establish beneficial occupancy, reduce the tenant improvement scope to include only project management services, restate the rent to reduce the Amortized Tenant Improvements, restate the broker commission credit, and replace Exhibit F with a new Form 3518 Representations and Certifications.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 22, 2015 as follows:

To change the Payee name, DUNS # and TAX ID to reflect as below:

TIH Bonneville, LLC.
 3993 Howard Hughes Parkway, Suite 350
 Las Vegas, NV 89169
 TAX ID [REDACTED]
 DUNS #079921702

Lease Paragraphs "Lease Term", 1.03, 1.04, and Exhibit F (attached hereto) are deleted in their entirety and the following are substituted therefore:

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning August 22, 2015 and continuing through August 21, 2025, subject to termination and renewal rights as may be hereinafter set forth."

This Lease Amendment contains three (3) pages.

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 b

FOR THE LESSOR:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]
 Entity Name: TIH Bonneville, LLC
 Date: 8/11/15

FOR THE

Signature: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]
 GSA, Pub
 Date: 8/11/15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: Teresa Comarck
 Title: Marketing Coordinator
 Date: 8/11/15

“1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM AUGUST 22, 2015 – AUGUST 21, 2020	NON FIRM TERM AUGUST 22, 2020 – APRIL 21, 2025	NON FIRM TERM APRIL 22, 2025 – AUGUST 21, 2025
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$612,104.00	\$612,104.00	\$0.00
TENANT IMPROVEMENTS RENT ²	\$9,944.92	\$0.00	\$0.00
OPERATING COSTS ³	\$225,513.75	\$225,513.75	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$847,562.67	\$837,617.75	\$0.00

¹Shell rent calculation:

(Firm Term) \$19.00 per RSF multiplied by 32,216 RSF

(Non Firm Term) \$19.00 per RSF multiplied by 32,216 RSF

²The Tenant Improvement Allowance of \$45,000.00 is amortized at a rate of 4.0 percent per annum over 5 years.

³Operating Costs rent calculation: \$7.000054 per RSF multiplied by 32,216 RSF

⁴Building Specific Amortized Capital (BSAC) is \$0.00

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 29,354 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. INTENTIONALLY DELETED.

E. 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.

F. Rent shall be paid to 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 Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.



G. 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 the paragraph entitled “The Premises.”

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.

H. INTENTIONALLY DELETED”

INITIALS:  LESSOR &  GOV'T

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)


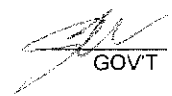
A. **Jones Lang LaSalle Americas, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining [REDACTED] which is the Commission Credit, to 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 practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment **\$70,630.22** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **1st** Month's Rent.*

Month 2 Rental Payment **\$70,630.22** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **2nd** Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS:  LESSOR &  GOVT