

LEASE NO. GS-09P-LNV03416

Succeeding/Superseding Lease
GSA FORM L202 (September 2014)

This Lease is made and entered into between

KJ LA PLAZA LLC, A NEVADA LLC

(Lessor), whose principal place of business is 30 West Monroe Street, Suite 1700, Chicago, IL 60603, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

4220 SOUTH MARYLAND PARKWAY, BUILDING A, B, C, D, LAS VEGAS, NV 89119

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning October 1, 2015 through September 30, 2020 with no termination rights, except as set forth herein with respect to a portion of the Space leased in Building B and Building A, Suite 121.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

KJ La Plaza, LLC

Name: Sam Fuchs

Title: Vice President

Date: 2/24/15

LESSOR BY:

Name: [Redacted]

Title: Asset Manager

Date: 2/24/15

FOR THE GOVERNMENT:

[Redacted Signature]
Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 3/9/2015

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 63,836 rentable square feet (RSF), yielding 55,305 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located in Buildings A-D, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 15.43 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 150 parking spaces as depicted on the plan attached hereto as Exhibit B, for the use of the Government, of which 150 shall be surface/outside parking spaces.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. Accepted as currently provided.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

A. The Government shall pay the Lessor annual rent of \$1,883,162.00, payable in monthly installments in arrears of \$156,930.17, at the following rates:

Shell Rate/RSF	Operating Rate/RSF	Fully Serviced Rate/RSF
\$22.50	\$7.00*	\$29.50

* The operating cost base rate is \$7.00 per RSF per annum. Pursuant to Sections 1.13 and 2.09, annual operating cost adjustments shall accrue and apply throughout the lease term, and the total annual rent shall be adjusted accordingly.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 55,305 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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.

E. 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.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS

Upon the acceptance and rent commencement under Lease GS-09B-01630 of the Building E, second floor, Block B space in that lease, the Government may terminate 6,203 RSF in Building B as shown on Exhibit C attached hereto any time after October 1, 2015. If, however, this Building B space is not terminated within 90 days after the acceptance and rent commencement of the above Block B space, or by December 31, 2015, whichever is later, then the Government shall provide not less than 180 days written notice to the Lessor before the effective date of such termination.

With respect only to 711 RSF in Suite number 121, Building A, as shown on Exhibit A, the Government may terminate that space after October 1, 2015, by providing not less than 90 days written notice to the Lessor.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)		B
BUILDING B RELEASABLE SPACE		C
GSA FORM 3517B GENERAL CLAUSES		D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		E
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT		F

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 57.36 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 63,836 RSF by the total space for Buildings A-D ("The Complex") of 111,288 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$69,601.22 for the Complex, Buildings A-D. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$7.00 per RSF (\$448,852.00/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government vacates the entire Premises or one or more floors of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.41 per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$75.00 per hour per floor

1.16 INTENTIONALLY DELETED

1.17 BUILDING IMPROVEMENTS (SEP 2012)

- A. Building A - 1st Floor (HRMD)
1. Exclude/release space of office #121 from lease, physical space of Suite 100 will meet projected needs (cost savings to agency); space 121 is no longer fully utilized and space needs can be met with adjustments in Suite 100 (movement of remaining occupants into Suite 100) Adjustments in Suite 100 and move costs are a Government expense.
 2. Replace 10 year old carpet in Suite 100
 3. Replace carpet in hallway entrance to Suite 100
 4. Repaint/refresh with new paint/updated color scheme in full areas of Suite 100, to include file, break, and conference rooms
 5. Ensure motion lighting/sensors are fully functional and lights turn off in entire office space when space is vacant/off duty days
 6. Inspect and repair any blinds/wands not fully functional
- B. Building C - 1st Floor
1. Replace all carpet
 2. Replace flooring in break room
 3. Paint the 1st floor hallway and bathrooms (preferably something other than white)
 4. Refresh the paint in the main [REDACTED] space (front office is fine)
 5. Add green lights (motion sensitive) to conference rooms and individual offices
 6. Upgrade water fountain (new generation that allows for filling water bottles)
- C. Building C - 2nd Floor
1. Replace tile/laminate flooring in break room, 2 copy rooms (rooms 608 and 631), and [REDACTED] Conference Room (room 617)
 2. Replace all carpet (including carpet on 2 stairwells leading up to 2nd floor)
 3. Upgrade water fountain (new generation that allows for filling water bottles)
- D. Building C - External
1. [REDACTED] would like to request that access to and security of the 2 outside manhole covers be addressed in the lease. These manholes are where all wiring between the La Plaza buildings is housed. They are currently welded shut but apparently there has been an issue in the past of who pays to break the weld when [REDACTED] needs access to the wiring and who pays to re-weld it again once work is done. [REDACTED] is requesting that the landlord is responsible for this. Lessor agrees to provide the weld break and re-weld at Lessor's cost up to 3 times per year.
- E. Building D - 1st Floor
1. Replace carpet in Learning Center/Conference Room and associated break room
 2. Re-balance air conditioning system in Learning Center/Conference Room
- F. Building D - 2nd Floor (ERT-West)
1. Replace carpet
 2. Fix floor where there is a large bump
 3. Add green lights (motion sensitive) to conference rooms and individual offices
 4. Add new water fountain (new generation that allows for filling water bottles)
- G. Buildings A-D
1. Landlord maintains current LEED rating status as long as the requirements for such status are unchanged from the requirements for the LEED Certification held for the particular building (A-D) on the Lease execution date."