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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | Supplemental Agreement No. 1 | Date: FEB 07 2012 |
| TO LEASE NO. GS-09B-02408 | | |
| ADDRESS OF PREMISES Beltway Business Park, Office No.3 5650 Badura Avenue Las Vegas, NV 89118-4719 | | |
| <p>THIS AGREEMENT, made and entered into this date by and between Beltway Business Park Office No. 3, LLC whose address is 2300 W. Sahara Avenue, Suite 530 Las Vegas, NV 89102-4353 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease:</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon <u>Government execution</u>, as follows: To increase the square footage under lease, to establish the annual rent, to establish the percentage of occupancy for tax adjustment purposes, to establish the annual operating cost base, to establish the tenant improvement allowance based upon the increase in square footage and to adjust the broker commission and commission credit.</p> <p>IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written:</p> | | |
| <p>LESSOR: Beltway Business Park Office No. 3, LLC Manager: Majestic Beltway Office Buildings, LLC, a Delaware limited liability company _____ a Corporation _____ (Signature) EDWARD P. ROSKI, JR. (Title) President and Chairman of the Board</p> <p>M _____ ed Liability Company. B _____ Signature) _____ (Title)</p> <p>IN THE PRESENCE OF _____ (Signature) _____ (Address)</p> | | |
| <p>UNITED STATES OF AMERICA: General Services Administration, Public Buildings Service</p> <p>By: _____ (Whilfield) _____ CONTRACTING OFFICER</p> | | |

Sheet Number 1 Attached to and Forming a part of SLA No. 1 for Lease No. GS-09B-02408:

Paragraph 1 is deleted in its entirety and replaced with:

1. The Lessor hereby leases to the Government the following described premises:
 22,737 rentable square feet (r.s.f.), yielding approximately 21,553 ANSI/BOMA Office Area square feet and related space located on the First Floor at the Bellway Business Park Office No.3, 5650 Badura Avenue, Las Vegas, Nevada 89118-4719, together with six (6) onsite secured and covered parking spaces as well as access to one hundred fifty-one (150) surface parking spaces for employee/visitor use, as depicted on the attached (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION

Paragraph 10 is deleted in its entirety and replaced with:

10. The Government shall pay the Lessor rent as follows:

| | Year 1 | | Years 2-5 | | Years 6-10 | | Years 11-15 | |
|------------------------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|
| | \$/Year | \$/RSF | \$/Year | \$/RSF | \$/Year | \$/RSF | \$/Year | \$/RSF |
| Shell | \$352,387.73 | \$15.498427 | \$518,238.26 | \$22.792728 | \$579,150.73 | \$25.474730 | \$577,166.04 | \$25.384444 |
| Cost of services | \$147,563.13 | \$6.490000 | \$147,563.13 | \$6.490000 | \$147,563.13 | \$6.490000 | \$147,563.13 | \$6.490000 |
| Tenant Improvement Allowance | \$124,464.76 | \$5.474106 | \$124,464.76 | \$5.474106 | \$124,464.76 | \$5.474106 | \$0.00 | \$0.00 |
| Building Specific Security | \$9,723.55 | \$0.427653 | \$9,723.55 | \$0.427653 | \$9,723.55 | \$0.427653 | \$0.00 | \$0.00 |
| Total Annual Rent | \$634,139.17 | \$27.89 | \$799,989.70 | \$35.18 | \$860,902.17 | \$37.87 | \$724,729.17 | \$31.87 |

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

Bellway Business Park Office No. 3 LLC
 2300 W Sahara Ave #530
 Las Vegas, NV 89102-4353

Paragraph 12 is deleted in its entirety and replaced with:

12. Tax Adjustment: Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 50,653/22,737 rentable square feet (44.88%).

Paragraph 13 is deleted in its entirety and replaced with:

13. Operating Cost: Pursuant to Paragraph 4.3 "Operating Costs", the base rate for purposes of operating cost escalation is established at \$147,563.13 per annum or \$6.4900 per rentable square foot per annum.

Paragraph 17 is deleted in its entirety and replaced with:

17. Tenant Improvement Allowance: The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be \$934,247.55 (\$43.346520 per ABOA) amortized over the ten (10) year firm term of the lease agreement at an interest rate (amortization rate) of 6% per year. The Building Specific Security Cost Allowance shall be \$71,150.00 amortized over the ten (10) year firm term of the lease agreement at an interest rate of 6% per year.


 Govt Lessor

Sheet Number 2 Attached to and Forming Apart of SLA No. 1 for Lease No. GS-09B-02408:

Paragraph 24 is deleted in its entirety and replaced with:

24. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the first five (5) years of the firm term and [REDACTED] percent of the last (5) years of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, 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 \$52,844.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.


Second Month's Rental Payment \$52,844.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.


Third Month's Rental Payment \$52,844.93 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED] adjusted third month's rent.

Fourth Month's Rental Payment \$52,844.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.

Fifth Month's Rental Payment \$52,844.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fifth month's rent.

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


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