

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 3	Date: NOV 27 2012
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TO LEASE NO. GS-09B-02408

ADDRESS OF PREMISES **Beltway Business Park, Office No.3**
5650 Badura Avenue
Las Vegas, NV 89118-4719

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 590 Las Vegas, NV 89102-4353** 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.

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 June 4, 2012, to establish the square footage under lease, to establish the annual rent, to establish the commission and commission credit and to add Paragraph 26 to the lease to establish the tenant improvement and building specific security allowances to be amortized into the rental consideration and make a lump sum payment for the tenant improvement overage.

Paragraph 1, 9, 10, 24, and 26 are hereby deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises: 22,449 rentable square feet (r.s.f), yielding approximately 21,143 ANSI/BOMA Office Area square feet and related space located on the First Floor at the Beltway Business Park Office No. 3, 5650 Badura Avenue, Las Vegas, Nevada 89118-4719, together with six (6) onsite parking spaces as well as access to one hundred fifty-one (151) surface parking spaces for employee/visitor use to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on June 4, 2012 through June 3, 2027 in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

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

LESSOR: **Beltway Business Park Office No. 3, LLC**
 Manager: **Majestic Beltway Office Buildings, LLC, a Delaware limited liability company**

 (Signature) **EDWARD P. ROSKI, JR.** (Title)
President and Chairman of the Board

Manager: **Thomas & Mack Beltway, LLC, A Nevada limited Liability Company**

 (Signature) _____ (Title)

IN THE _____
13191 CROSSROADS PKY N.
6TH FLOOR
CITY OF INDUSTRY, CA 91746-3497

 (Address)

UNITED STATES OF AMERICA: **General Services Administration, Public Buildings Service**

 er Whitfield **CONTRACTING OFFICER**

Sheet Number 2 Attached to and Forming a part of SLA No. 3 for Lease No. GS-09B-02408:

Paragraph 10 is hereby deleted in its entirety and replaced with the following:

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

- Year 1: The Government shall pay annual rent of \$625,074.16. (consisting of \$347,924.19 Shell Rent, \$145,694.01 Operating Rent, \$122,097.08 Tenant Improvement Allowance, \$9,358.88 Building Specific Security Allowance)
- Year 2–Year 5: The Government shall pay annual rent of \$788,823.92. (consisting of \$511,673.95 Shell Rent, \$145,694.01 Operating Rent, \$122,097.08 Tenant Improvement Allowance, \$9,358.88 Building Specific Security Allowance)
- Year 6–Year 10: The Government shall pay annual rent of \$848,964.84. (consisting of \$571,814.87 Shell Rent, \$145,694.01 Operating Rent, \$122,097.08 Tenant Improvement Allowance, \$9,358.88 Building Specific Security Allowance)
- Year 11–Year 15: The Government shall pay annual rent of \$715,549.33. (consisting of \$569,855.32 Shell Rent, \$145,694.01 Operating Rent)

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

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

Paragraph 24 is hereby deleted in its entirety and replaced with the following:

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] 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 \$52,089.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.
- Second Month's Rental Payment \$52,089.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.
- Third Month's Rental Payment \$52,089.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.
- Fourth Month's Rental Payment \$52,089.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.
- Fifth Month's Rental Payment \$52,089.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fifth month's rent.

Sheet Number 3 Attached to and Forming Apart of SLA No. 3 for Lease No. GS-09B-02408:

Paragraph 26 is added as follows:

The total tenant Improvement amount to be paid by the Government is \$1,893,828.00. The tenant Improvement amount to be amortized in the lease rental payments is \$987,625.47 over the ten (10) year firm term of the lease at an interest rate of 6% per year. In accordance with Section 3.3 Tenant Improvements Rental Adjustment (AUG 2008), the Government shall make a lump sum payment to the Lessor for the tenant Improvement coverage in the amount of \$906,202.60 (Tenant Improvement Total \$1,893,828.00 – Tenant Improvement Allowance \$916,475.47 – Building Specific Security Allowance \$71,150.00). The Tenant Improvement Total reflects a deductive adjustment in the Architectural/Engineering Fee and the Permits/Regulatory Fees in the amount of \$1,166.00. The Notice to Proceed with construction of the tenant improvements was issued on January 25, 2012.

The lump sum payment is authorized under Reimbursable Work Authorization number A0837752 and PS number PS0022909. No GSA Broker Commission or Commission Credit shall be due by the Lessor with respect to the \$906,202.60.

Initials:  & 
Lessor Government