

Lease Amendment
Number 3

JUN 17 2013

Lease Number: GS-09B-02746 Date:

7080 La Cienega Street, Las Vegas, Nevada 89119-4222

THIS AGREEMENT made and entered into this date by and between VAC BARN, LLC whose address is: 1808 Industrial Road, Las Vegas, Nevada 89102-2618 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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 premises on May 16, 2013, to establish the annual rent, to reflect final reconciliation of amortized Tenant Improvements and modify broker commission in accordance with the lease.

Paragraphs 1.03, 1.04, 1.05 are deleted in their entirety and substituted therefore.

1.03 RENT AND OTHER CONSIDERATION

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

The term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of Ten (10) Years, Five (5) Years Firm, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

MONTHS	BUILDING SHELL RENT	AMORTIZED TENANT IMPROVEMENT COSTS	OPERATING COSTS	TOTAL RENT (\$/RSF/YR)	TOTAL ANNUAL RENT	MONTHLY RENT
5/16/13 to 5/14/14	\$32,800.68	\$30,457.36	\$19,718.40	\$26.1951	\$82,776.44	\$6,898.0367
5/15/14 to 5/14/16	\$39,120.80	\$30,457.36	\$19,718.40	\$28.2584	\$89,296.56	\$7,441.3800
5/15/16 to 5/14/23	\$39,120.80	\$0.00	\$19,718.40	\$18.6199	\$58,839.20	\$4,903.2667

*The Tenant Improvements Allowance is amortized at a rate of 6 percent per annum for 5 years.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 2,980 ABOA sq. ft. 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 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 Central Contractor Registration.

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

Continued on Page 2



Continued from Page 1

4. 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 BROKER COMMISSION AND COMMISSION CREDIT:

Carpenter/Robbins Commercial Real Estate, 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 Western Nevada Management as Carpenter/Robbins Commercial Real Estate, Inc.'s cooperating Broker 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.

Month 1 Rental Payment \$6,898.04 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1st Month's Rent.

Month 2 Rental Payment \$6,898.04 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$6,898.04 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 3rd Month's Rent.

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time on or after May 14, 2018 of this Lease by providing not less than ninety (90) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and the name of the above date.
Lessor, [redacted]

By [redacted] (Signature) Alga Mbe. (Title)

In [redacted] (Address)

United States Of America, General Services Administration, Public Buildings Service.

[redacted] CONTRACTING OFFICER (Official Title)