

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-02789
ADDRESS OF PREMISES: FEDERAL JUSTICE TOWER 501 SOUTH LAS VEGAS BOULEVARD LAS VEGAS, NV 89101	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Las Vegas Federal Offices, LLC

whose address is: 5655 S. Yosemite Street #301
Greenwood Village, CO 80111

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 revise the square footage, revise certain Lease Exhibits, adjust the rent, and issue a Notice to Proceed.

NOW THEREFORE, those 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 upon execution by the Government as follows:

Paragraphs 1, 10, 31, 36, 37, and 40 are hereby deleted and replaced with the following paragraphs:

1. The Lessor hereby leases to the Government the following described premises:

Sixty-five thousand sixty-two (65,062) rentable square feet (RSF), yielding approximately fifty-eight thousand nine-hundred and fifty-six (58,956) ANSI/BOMA Office Area square feet (ABOA SF) and related space located on Floors 1, 6, 7, 8, 9, 10, and 11 at 501 South Las Vegas Boulevard, Las Vegas, Nevada, 89101, together with one-hundred fifteen (115) onsite, inside, secured, reserved parking spaces (parking space identifier is provided as attached), as depicted on the attached (Exhibit "A") (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. Parking spaces reserved for the Government should be numbered 1-115.

This Lease Amendment contains 4 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 below date.

FOR THE LESSOR



Signature: _____
Name: S. M. GIBBONS
Title: PRESIDENT
Entity Name: LAS VEGAS FEDERAL OFFICES, LLC
Date: BY: SDA INC. MANAGER
BY: OFFICER OF SDA INC.
10/16/2014

FOR THE GOVERNMENT



Signature: _____
Name: SCOTT D. LINDSEY
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 6-10-14

WITNESSED FOR



Signature: _____
Name: _____
Title: PROPERTY MANAGER
Date: 10/16/2014

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

	\$ / Year	\$ / RSF	\$ / ABOA SF
Shell	\$1,817,832.28	\$27.94	\$30.833711
Operating Rent	\$307,087.52	\$4.719921	\$5.208758
Tenant Improvement Amortization	\$275,638.71	\$4.236555	\$4.675320
TOTAL	\$2,400,558.51	\$36.896476	\$40.717798

For years 1 through 15 \$ 2,400,558.51 at a rate of \$ 200,046.54 (rounded) per month in arrears. The cost of the one-hundred fifteen (115) onsite, inside, secured, reserved parking spaces is included in the rent. All requirements of the SFO, Master Specifications, and Design Guide, as clarified in the 100% Construction Drawings dated May 30, 2014 (the "100% CDs") and the final comment log dated May 30, 2014 (the "Final Comment Log"), are included in the annual rent. In addition, all costs for utilities including but not limited to lights and plugs, tenant improvements, and all items identified in the SFO, Master Specifications, and Design Guide, and the Final Comment Log, are included in the rental rate.

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

Las Vegas Federal Offices, LLC
C/O SDA INC.
5655 S. Yosemite Street #301
Greenwood Village, CO 80111

- 31. As per Section 5.5 of the SFO the Lessor will pay the Government the sum of one day's shell rent (\$4,980.38 / day) for each and every calendar day that the delivery is delayed beyond the date that occurs two hundred forty (240) calendar days after the Contracting Officer Issues the Notice to Proceed.
- 36. **RENT COMMENCEMENT:** The rent commencement date shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to two hundred forty (240) calendar days after the Notice to Proceed has been issued, or as identified in a subsequent Lease Amendment.
- 37. Beneficial Occupancy is anticipated for February 17, 2015.
- 40. The Common Area Factor is 1.103569.

Paragraphs 41, 42, 43, 44, 45, 46, 47, and 48 are hereby added as follows:

41. NOTICE TO PROCEED WITH CONSTRUCTION

- A. The Government Issues Notice to Proceed with the work associated with the Tenant Improvement Allowance ("TIA") in the amount of \$2,555,537.44, which will be amortized into the rent.

The total cost for Tenant Improvements in the amount of \$7,369,000.00 exceeds the TIA of \$2,555,537.44. The Government Issues Notice to Proceed for the excess balance in the amount of \$ 4,813,462.56 (\$7,369,000.00 - \$2,555,537.44). Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor in lump sum payment in the amount of \$4,813,462.56 pursuant to Paragraph 3.3(A)(3) of the Solicitation for Offers which has been incorporated and made a part of this Lease.

- B. **INVOICING FOR COMPLETION OF WORK:** The invoice shall annotate the name and address of the Lessor (the Lessor must match the name and address in the Government's vendor file), a "PS Number" will be sent to you after the Government executes this Lease Amendment. The Lessor shall submit an original and one copy of the invoice,

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which must annotate the "PS Number". The Original Invoice shall be submitted either electronically to the Finance Website at <http://www.finance.gsa.gov> or mailed to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

A copy of the invoice shall be simultaneously submitted to the GSA Representative at:

General Services Administration
Attention: Eric Letteroff
401 West Washington Street, Suite 170
Phoenix, Arizona 85003

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

42. LABOR STANDARDS (AUG 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>.

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

43. Exhibits B and D that are attached to the SF-2 are hereby deleted in their entirety and replaced with the following revised exhibits:

- a. The Site Plan (Exhibit "B"); and
- b. The Parking Space Identifier (Exhibit "D")

44. Exhibit C that is attached to the SF-2 is hereby amended by adding the attached Exhibit "C" as the Project Schedule effective upon the Government's execution of this Lease Amendment.

45. The Government hereby grants the [redacted], another tenant in the building, access to and use by its employees (for ingress and egress from the building) of the dedicated [redacted] corridor on the 1st floor,

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which corridor constitutes a portion of the Premises under this Lease.

46. The 1st and 6th floors of the building will be used by multiple Government agencies.
47. The Government hereby acknowledges that it has completed its review of the 100% CDs and the Final Comment Log, and the work covered by this Notice to Proceed is based on the SFO, Master Specifications, and Design Guide, as clarified by the 100% CDs and the Final Comment Log.
48. As per section 4.1.A of the SFO a measurement of the ANSI/BOMA Office Area square foot (as defined in Section 4.1.A.1 of the SFO) shall be computed at the time the Government accepts the space. The Common Area Factor as stated in Paragraph 40 of this Lease Amendment shall then be applied to the ANSI/BOMA Office Area square foot to determine the rentable square foot for the space. The Lessor intends to build the square footages identified on the "Measurement Exhibit" attached hereto as Exhibit "E." The Government and the Lessor agree that at acceptance the computation of the ANSI/BOMA Office Area square foot and the rentable square foot will be consistent with the attached Measurement Exhibit, and the square footages set forth in Paragraph 1 of this Lease Amendment may only change if the Lessor does not build the square footages identified on the Measurement Exhibit, i.e., if there is a discrepancy between the computation of the square footages and the attached Measurement Exhibit, actual measurement of the space will apply.

If any term or provision of this Lease Amendment conflicts with, or is otherwise inconsistent with, any other Lease term or provision, the applicable term or provision of this Lease Amendment will control. Notwithstanding the foregoing, the SFO and the SF-2 will remain part of the Lease.

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