

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 001
	TO LEASE NO. GS-09P-LNV03416
4220 South Maryland Parkway, Building A,B,C,D, Las Vegas, NV	PDN Number: NA

**THIS AMENDMENT** is made and entered into between KJ La Plaza LLC, a Nevada LLC

whose address is: 30 West Monroe Street, Suite 1700, Chicago, IL 60603

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to reduce the space in Building B, modify the rent, and change the percentage of occupancy.

**NOW THEREFORE**, these 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 1.01, 1.03, and 1.11 are deleted in their entirety and the following substituted therefore:**

**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:**

For the term October 1, 2015 through April 17, 2016:

63,836 rentable square feet (RSF), yielding 55,305 ANSI/BOMA Office Area (ABOA) square feet (SF) located in Buildings A-D, as depicted on the floor plan(s) attached to the Lease as Exhibit A.

For the term April 18, 2016 through September 30, 2020:

57,633 RSF, yielding 49,929 ABOA SF located in Buildings A-D. The reduced square footage is 6,203 RSF, pursuant to paragraph 1.05 Termination Rights.

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This Lease Amendment contains 2 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: Sam Fuchs  
Title: Vice President  
Entity Name: KJ La Plaza LLC, a Nevada LLC  
By: La Plaza Management Co, Manager  
Date: 4/6/16

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: GSA, Public Buildings Service  
Date: 4/8/2016

**WITNESSED FOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: VP, Acquisitions  
Date: 4/6/16

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.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

For the term October 1, 2015 through April 17, 2016, annual rent of \$1,883,162.00, payable in monthly installments in arrears of \$156,930.17

For the term April 18, 2016 through September 30, 2020, annual rent of \$1,700,173.50, payable in monthly installments in arrears of \$141,681.13 at the following rates:

Shell Rate/RSF	Operating Cost/RSF	Total Annual 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. 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.

C. 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.

D. 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. 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.

**1.11 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.

Commencing April 18, 2016, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 51.79 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 57,633 RSF by the total space for Buildings A-D ("The Complex") of 111,288 RSF.

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INITIALS: ST & RL  
LESSOR & GOVT