

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LAZ03329
ADDRESS OF PREMISES 40 N. Central Avenue Phoenix, AZ 85004-4424	PDN Number: PS0038700

THIS AMENDMENT is made and entered into between

Phoenix RS TWO LLC

whose address is: P.O. Box 845864
Los Angeles, CA 90084

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 issue the Notice to Proceed with Change Order number 2 and provide for lump sum payment procedures.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

Paragraph 7.11 and Exhibit "2A" are added.

7.11 NOTICE TO PROCEED WITH TI CONSTRUCTION CHANGE ORDERS

[1] Notice to Proceed with Change Order Construction: Following a Government review of the submitted cost proposal, and in accordance with Paragraph 4.01H of the Lease, the Government has determined that the Change Order bid submitted by Lessor for Change Order No. 2 is fair and reasonable. A Notice to Proceed is hereby issued for the construction of the Change Order at a total cost not to exceed [REDACTED]. Exhibit "2A" attached to this Lease Amendment 2 provides the price summary for Change Order number 2.

Change Order No.	Description	Amount
2	Millwork and Carpet Revisions	\$ [REDACTED]
TOTAL		\$ [REDACTED]

This Lease Amendment contains 2 pages, plus Exhibit 2A.

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: [REDACTED]

Name: Mark Jacobs Andrew Loeb

Title: Authorized Signatory Vice President

Entity Name: Phoenix RS TWO LLC

Date: 6/26/17

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: ERIN WINSHEL

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 7/7/17

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Kirra Saudino

Title: Authorized Signatory

Date: 6/26/17

[2] Lump Sum Payment of the Tenant Improvement Cost Overage: Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice, to include PS # [REDACTED]. The Original Invoice, in the amount not to exceed [REDACTED] shall be submitted electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

Erin Winschel
Lease Contracting Officer
General Services Administration
401 West Washington Street, Suite 210
Phoenix, AZ 85003

A proper invoice must include the following:

- Invoice Date
- PS # 0038700
- 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, which will be provided by the Government after the Government executes this Lease Amendment

Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

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

INITIALS:

AL
LESSOR

&

EW
GOV'T