

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 3</b>  <b>TO LEASE NO. GS-09P-LAZ03329</b>
<b>ADDRESS OF PREMISES</b> 40 N. Central Avenue Phoenix, AZ 85004-4424	<b>PDN Number:</b> <i>PS0038757</i>

**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 Orders number 05, 09, 17, and 18; 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 "3A" 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 bids submitted by Lessor for Change Order 05, 09, 17 and 18 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 "3A" attached to this Lease Amendment 3 provides the price summary for Change Order numbers 05, 09, 17 and 18.

<<Continued on the following page>>

This Lease Amendment contains 2 pages, plus Exhibit 3A.

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 Authorized Signatory  
 Entity Name: Phoenix RS TWO LLC  
 Date: \_\_\_\_\_

#### FOR THE GOVERNMENT:

Signature: [REDACTED]  
 Name: ERIN WINSCHER  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 7/12/17

#### WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
 Name: Kira Gaudino  
 Title: Authorized Signatory  
 Date: 07/10/17

Change Order No.	PR No.	Description	Amount
09	PR #03	Millwork Revisions (Credit)	
05	PR #04	RFI #30 – HVAC Transfers	
17	PR #05	Cable Tray Routing and Conduit Sleeve Revisions	
18	PR #06	Electrical Additions at MDF, TVs, Etc.	
<b>Total – New Change Orders</b>			

[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 #0038757. The Original Invoice, in the amount not to exceed [REDACTED] shall be submitted electronically, via the GSA Finance website at [www.finance.gsa.gov](http://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 #0038757
- 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

&

*EdW*  
GOV'T