

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-09B-03277
ADDRESS OF PREMISES 411 Bonneville Avenue Las Vegas, NV 89101-6632	PDN Number: N/A  P50038 754

**THIS AMENDMENT** is made and entered into between  
 JPMCC 2006-LDP8 Bonneville, c/o C-III Asset Management LLC  
 whose address is:  
 5221 N. O'Connor Blvd, Suite 600  
 Irving, TX 75039  
 Attn: REO Asset Management

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 a Notice to Proceed for the construction of tenant improvements.

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 7.03 and 7.04 are hereby added as follows:

**"7.03. NOTICE TO PROCEED OF TENANT IMPROVEMENTS**

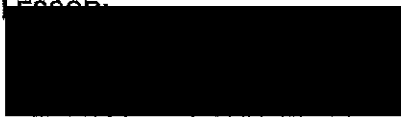

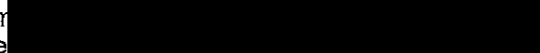

The Government issues a Notice to Proceed with the work associated with the Tenant Improvement Allowance (TIA) in the amount of **\$524,375.12**, which will be amortized into the rent pursuant to Paragraph 1.03 of this lease.

The total cost for Tenant Improvements in the amount of **\$1,245,570.00** exceeds the Tenant Improvement Allowance of **\$524,375.12**. The Government issues a Notice to Proceed for the excess balance in the amount of **\$721,194.88** (\$1,245,570.00 - \$524,375.12). Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$721,194.88** pursuant to Paragraph 7.04 of this lease."


This Lease Amendment contains 2 pages plus one attachment (19 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:		FOR THE GOVERNMENT:
Signature: 		Signature: 
Name: <u>PETER KROFOED</u>		Name: 
Title: <u>SERVICING OFFICER</u>		Title: 
Entity Name: <u>JPMCC 2006-LDP8 BONNEVILLE</u>		Entity Name: <u>GSA, Public Buildings Service,</u>
Date: <u>6/20/17</u>	<u>c/o</u>	Date: <u>6/12/17</u>
	<u>C-III ASSET MGMT LLC</u>	

**WITNESSED FOR THE LESSOR BY:**

Signature: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 6/26/17

**"7.04 CONSTRUCTION AND FEES FOR ABOVE STANDARD COSTS OF TENANT IMPROVEMENTS**

- A. At the request of the Government, the Lessor shall provide all labor and materials required for the tenant improvement work, inclusive of all ancillary and related costs and services necessary for the construction of the tenant improvements, pursuant to the Government reviewed CDs; and in accordance with the Lease. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method (Ghantt) and Network Diagram) to the Government within five (5) working days after the execution of this Lease Amendment.
- B. The Government shall make a "LUMP SUM" payment within 30 days upon receipt of an acceptable invoice after completion and acceptance of the work and the space by the Government. Payment will be due only for items which are both: (a) listed in this paragraph, and (b) (i) shown on the Government's approved drawings or (ii) changes requested in writing by the Contracting Officer.
- C. **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 for the Change Orders, 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 Contracting Officer at:

General Services Administration  
401 West Washington Street, Suite 210  
Phoenix, Arizona 85003

- D. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items shall 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 or 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."

**ATTACHMENT- CONSTRUCTION PRICING PROPOSAL is hereby attached to this Lease Amendment #4**

INITIALS:

DK  
LESSOR

&

EDW  
GOVT