GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 16 TO LEASE NO. GS-09B-02592 BLDG NO. NV8210
ADDRESS OF PREMISES: FEDERAL JUSTICE TOWER 501 SOUTH LAS VEGAS BOULEVARD FLOORS 1-6 LAS VEGAS, NV 89101	PDN Number: PS0034524

THIS AMENDMENT is made and entered into between

[redacted], 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 by providing Notice to Proceed for Change Orders for Block A[redacted]

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:

This Lease Amendment contains 3 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: [redacted]
Name: MARC BIGGIOTTI
Title: PRESIDENT
Entity Name: [redacted]
Date: By: SDA Inc, Manager 7/29/16

FOR THE GOVERNMENT:

Signature: [redacted]
Name: ERIN WINSCHEL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 7/29/16

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Andy Harris
Title: VICE PRESIDENT
Date: 7/29/16

The following paragraph is hereby added:

48. **NOTICE TO PROCEED WITH CHANGE ORDERS FOR BLOCK A--[redacted]**

A. The Government has reviewed the following change orders and have deemed them fair and reasonable. Hereby, the Government issues Notice to Proceed with the work associated with Change Orders 20, 21, 25A, 28,29, 30R1, 31, 32, 33, 35, 36 for Block A [redacted] based on the below table. The Tenant Improvement Allowance (TIA) will be amortized into the rent at 6% over the firm term. The balance will be paid via Lump Sum Payment.

B. Completion of all work associated with this lease amendment must be completed and inspected by the Government and deemed substantially complete no later than 45 days from the date of issuance of this lease amendment.

BLOCK A I [redacted]	Description	Cost	LA
Change Order 20	[redacted]	[redacted]	16
Change Order 21	[redacted]	[redacted]	16
Change Order 25A – Revision 1	[redacted]	[redacted]	16
Change Order 28	[redacted]	[redacted]	16
Change Order 29	[redacted]	[redacted]	16
Change Order 30 R1	[redacted]	[redacted]	16
Change Order 31	[redacted]	[redacted]	16
Change Order 32	[redacted]	[redacted]	16
Change Order 33	[redacted]	[redacted]	16
Change Order 35	[redacted]	[redacted]	16
Change Order 36	[redacted]	[redacted]	16
Total for LA 16	**Total for LA 16**	**$166,768.24**	

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 Governments 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, which must annotate the "PS Number". The invoice should be submitted in a Not To Exceed amount of $166,768.24. 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

INITIALS: LESSOR & GOV'T

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

General Services Administration
Attn: Erin Winschel
401 W Washington St
Suite 170, SPC 25
Phoenix, AZ 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 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. Maintenance and Repair costs shall be negotiated between the Government and the Lessor concurrent with negotiation of the construction bids and shall be incorporated by Lease Amendment, together with the Notice to Proceed with construction. 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.

The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.

All other terms and conditions remain in full force and effect.

INITIALS: _____ LESSOR & _____ GOV'T