GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-09B-LNV03206
ADDRESS OF PREMISES 110 North City Parkway Las Vegas, NV 89106-6086	PDN Number

THIS AMENDMENT is made and entered into between

PH-GSA, LLC

whose address is: 100 North City Parkway, Suite 1700
Las Vegas, NV 89106-4614

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 No. 6 and Change Order No. 7 for Block B, to authorize the cost overage for Block B, and to establish the procedure for the Government's Lump Sum Payment of the cost overage for Block B.

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

Paragraphs 7.14, 7.15, and 7.16 are hereby added to and made a part of the lease:

"7.14 NOTICE TO PROCEED WITH CHANGE ORDER CONSTRUCTION – BLOCK B

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. 6 and Change Order No. 7 associated with Block B 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 "L" attached to this Lease Amendment 5 provides the Change Order No. 6 and Change Order No. 7 price summary."

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: [redacted]

Signature: [redacted]
Name: Richard S. Worthington
Title: President
Entity Name: PH GSA, LLC
Date:

FOR THE GOVERNMENT: [redacted]

Signature [redacted]
Name: Jeremy Walter
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 4/12/2017

WITNESSED FOR THE LESSOR BY: [redacted]

Signature:
Name: Anna D. Alvarez
Title: Manager Agent
Date: 5.30.17

"7.15. CONSTRUCTION AND FEES FOR ABOVE STANDARD COSTS OF CHANGE ORDERS

A. At the request of the Government, the Lessor shall provide construction of Change Order No. 6 and Change Order No. 7, inclusive of all ancillary and related costs and services necessary for the construction of the Change Orders, pursuant to the Government reviewed CDs; and in accordance with this Lease Agreement GS-09B-LNV03206. 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 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 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 170
Phoenix, Arizona 85003

D. 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."

"**7.16. EXHIBIT "L"** (2 PAGES) 'CHANGE ORDER' PRICING, IS ATTACHED HERETO AND MADE A PART OF THE LEASE."

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

INITIALS: LESSOR & GOV'T