## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE AMENDMENT No. 5 TO LEASE NO. GS-09B-02789 LEASE AMENDMENT ADDRESS OF PREMISES: FEDERAL JUSTICE TOWER 501 SOUTH LAS VEGAS BOULEVARD LAS VEGAS, NV 89101

## THIS AMENDMENT is made and entered into between

Las Vegas Federal Offices, 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 Lease to establish beneficial occupancy.

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:

- A. Paragraphs 4 and 9 are hereby deleted in their entirety and replaced as follows:
- "4. The Government may terminate this lease in whole or in part effective at any time after February 17, 2028 by giving at least ninety (90) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. Should the Government terminate the lease any time after the firm term ends then the cost of the unamortized tenant improvements will be the Lessor's cost and the Government will not be responsible for the balance.
- 9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on February 18, 2016 through February 17, 2031, subject to termination rights as may be hereinafter set forth.

## Continued on next page.

This Lease Amendment contains 2 pages.

All other terms and conditions of the leaseLease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR.	FOR THE
Signa Name Title:	Signatu Name: Title:
Entity Date:	GSA, Public Buildings Service.
BY: SDA INC, MANAGER	

WITNESSED FOR THE LESSON BY:

Signature:
Name:
Title:
Date:

3/39/3016

B. Government's acceptance of beneficial occupancy herein shall not be construed as a waiver of any claim for damages for Lessor's failure to deliver the leased premises on a timely basis.

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

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INITIALS:

ESSOR

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