

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 01

TO LEASE NO. **GS-09B-02965**

ADDRESS OF PREMISES

6750 Via Austi Parkway, Las Vegas, NV 89119

THIS AGREEMENT, made and entered into this date by and between Odyssey MCC4 LLC

whose address is

6725 Via Austi Parkway, Suite 360, Las Vegas, NV 89119

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 establish and incorporate Construction Costs for Change Orders 1 – 25 as outlined on the attached Exhibit "H"; to issue a Notice to Proceed with the Change Orders; to 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 execution by the Government, as follows:

"I. In separate correspondence dated 07/25/2012, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$973,884.54. The total Tenant Improvement Allowance is \$994,134.56 (\$50.0118/ABOASF). The Government issues Notice to Proceed for the remaining Tenant Improvement Allowance of \$20,250.02, which will be amortized into the rent rate pursuant to Paragraph 1.08 of Lease GS-09B-02965.

The total cost for Tenant Improvements in the amount of \$1,027,812.55 exceeds the Tenant Improvement Allowance of \$994,134.56 (\$50.0118/ABOASF). The Government issues Notice to Proceed for the excess balance in the amount of \$33,677.99 (\$1,027,812.55 - \$994,134.56). Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$33,677.99 pursuant to Paragraph 1.09 of Lease GS-09B-02965."

-Continued on Sheet Number 1, attached hereto-

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 GOVERNMENT

Signature: \_\_\_\_\_

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

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

GSA, Public Buildings Service

Date: \_\_\_\_\_

SEP 20 2012

Date: \_\_\_\_\_

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

SHEET NUMBER 1, ATTACHED TO AND MADE PART OF LEASE AMENDMENT NUMBER 01 TO US GOVERNMENT LEASE NUMBER GS-09B-02965

"II. Construction and Fees for Above Standard Cost:

- A. At the request of the Government, the Lessor shall provide Construction for Change Orders 1 - 25, 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-02965. 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:


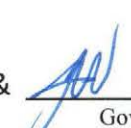
General Services Administration  
401 West Washington Street, Suite 170  
Phoenix, Arizona 85003

- 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."

"III. Exhibit "H" (3 pages) Change Orders 1 – 25 Pricing and Reconciliation, is attached hereto and made a part of the Lease."

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

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Initials  &   
Lessor Govt.