

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LAZ03303
ADDRESS OF PREMISES 7400 North Oracle Road Tucson, AZ 85704-6331	

**THIS AGREEMENT**, made and entered into this date by and between [REDACTED],

whose address is: 7400 North Oracle Road, Suite 219, Tucson, AZ 85704-6331

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 Tenant Improvements and to adjust the annual rent.

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

**The following Paragraph I is hereby added:**

~~**[I] Notice to Proceed with TI Construction:** Following a Government review of the submitted cost proposal, and in accordance with Paragraph 4.01(F) of the Lease, the Government has determined that the Tenant Improvement bid submitted by Lessor is fair and reasonable. A Notice to Proceed (NTP) is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$248,456.66, inclusive of all management and contractor fees. The Tenant Improvement cost of \$248,456.66 shall be amortized into the rent at the rate of 6 percent per annum over the firm term of the lease per Paragraph 1.03.~~

This Lease Amendment contains 3 pages and Exhibit A.

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: [REDACTED]  
Title: Owner  
Entity Name: NORTHWEST UICORPATE Center  
Date: Aug 7 2015

**FOR THE GOVERNMENT:**  
Signature: [REDACTED]  
Name: [REDACTED]  
Title: GSA, Public Buildings Service  
Date: August 25, 2015

**WITNESSED**  
Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 8.17.2015

Paragraphs 1.03 and 1.04 are deleted in their entirety and replaced as follows:

### 1.03 RENT AND OTHER CONSIDERATION (SEPT 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Term	Shell Rent/Rsf <sup>(1)</sup>	OpEx/Rsf <sup>(3)</sup>	TI Amort/Rsf <sup>(2)</sup>	Total Annual Rent/Rsf	Total Annual Dollars
Year 1	\$20.50	\$7.00	\$1.50	\$29.00	\$1,113,832.00
Year 2	\$20.50	\$7.00	\$1.50	\$29.00	\$1,113,832.00
Year 3	\$20.50	\$7.00	\$1.50	\$29.00	\$1,113,832.00
Year 4	\$21.33	\$7.00	\$1.50	\$29.83	\$1,145,710.64
Year 5	\$21.33	\$7.00	\$1.50	\$29.83	\$1,145,710.64
Non-Firm Term					
Year 6	\$21.33	\$7.00	\$0.00	\$28.33	\$1,088,098.64
Year 7	\$22.17	\$7.00	\$0.00	\$29.17	\$1,120,361.36
Year 8	\$22.17	\$7.00	\$0.00	\$29.17	\$1,120,361.36
Year 9	\$22.17	\$7.00	\$0.00	\$29.17	\$1,120,361.36
Year 10	\$22.17	\$7.00	\$0.00	\$29.17	\$1,120,361.36

<sup>1</sup>Shell rent calculation:

(Firm Term) Shell Rent per RSF (as per table above) multiplied by 38,408 RSF

(Non-Firm Term) Shell Rent per RSF (as per table above) multiplied by 38,408 RSF

<sup>2</sup>The Tenant Improvement costs of \$248,456.66 are amortized at a rate of 6 percent per annum over five (5) years.

<sup>3</sup>Operating Costs rent calculation: \$7.00 per RSF multiplied by 38,408 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 33,939 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described in the paragraph entitled "The Premises."
- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
- Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

INITIALS: JK & EDW  
LESSOR & GOVT

**1.04 Broker Commission and Commission Credit (JUN 2012)**

Carpenter/Robbins Commercial Real Estate, Inc. as subcontractor for Studley Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] ([REDACTED] of the gross rent) and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Broker with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

A. The shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$92,821.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$92,821.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

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

INITIALS: JK & EDW  
LESSOR GOV'T