

GSA

GENERAL SERVICES ADMINISTRATION
UNITED STATES OF AMERICA

LEASE AMENDMENT NUMBER 002

TO LEASE NUMBER GS-09B-02808

ADDRESS OF PREMISES

2324 East McDowell Road, Phoenix, Arizona 85006

THIS AGREEMENT, made and entered into this date by and between Cornel and Maria Stefan, a Sole Proprietorship

whose address is [REDACTED]

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 based on negotiated costs for tenant improvements, restate the annual rent to include tenant improvements and provide lump sum payment procedures for additional security and IT upgrades not included in the original scope of work.

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:

Page 1, Paragraph "TO HAVE AND TO HOLD" is deleted in its entirety and replaced as follows :

"TO HAVE AND TO HOLD the said Premises with their appurtenances commencing on September 1, 2012 through August 31, 2027 subject to the terms and conditions set forth below.

Page 5, 1.03 is hereby deleted in its entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION

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

1-3	\$11.75	\$6.42	\$0.00	\$18.17	\$584,383.54
4 - 120	\$11.75	\$6.42	\$0.57	\$18.74	\$802,715.88
121-180	\$13.85	\$6.42	\$0.00	\$20.07	\$645,491.34

[1] Assumes three (3) months to build out and accept the space, to be adjusted upon acceptance and occupancy of the entire premises.

[2] Assumes a 9 year 9 month amortization period for tenant improvements (ten (10) year firm term less three (3) months to complete build out of tenant improvements) at an interest rate of 6.00%. The amortization period shall be adjusted to match the number of months remaining in the firm term of the lease upon acceptance and occupancy of the entire premises."

-Continued on Sheet Number 1, attached hereto-

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

Signature: [Signature]
Name: CORNEL STEFAN MARIA STEFAN
Title: OWNER
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: [Signature]
Name: LEVIN GINSBURG
Title: Lease Contracting Officer
US GENERAL SERVICES ADMINISTRATION, PBS
Date: 9/10/12

WITNESSED FOR THE LESSOR BY

Signature: [Signature]
Name: CORNEL STEFAN
Title: OWNER
Date: 9/10/12

SHEET NUMBER 1, ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 002 TO US GOVERNMENT LEASE NUMBER GS-098-02808

"6.28. NOTICE TO PROCEED

Lessor agrees to complete Tenant Improvements in accordance with all terms and conditions of the Lease and Government reviewed Construction Documents. The total cost to complete the Tenant Improvements is \$275,410.00 and is comprised of the following:

- \$137,492.00 will be paid by the Government and amortized into the rent
- \$104,816.00 will be paid by the Government and will be paid via lump sum
- \$33,102.00 is considered a contribution by the Lessor and will be at no charge to the Government

\$137,492.00 (\$4.274983/ABOA) is amortized into the rent at an amortization rate of 6.00% as stated per Paragraph 1.03, beginning upon the Government's acceptance of space through the remaining firm term of the lease. No additional payments for Tenant Improvements shall be paid unless it is approved by the Contracting Officer with a Supplemental Lease Agreement."

"6.29. The Lessor shall submit Lump Sum Payment in the amount of \$104,816.00, one original and one copy of the invoice for the Lump Sum Payment. Lessor shall contact the GSA Contracting Officer for the "PS Number," which must be annotated on the invoice. 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. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it. The original invoice, in an amount not to exceed \$104,816.00 shall be submitted to:

General Services Administration
Gresler Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

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

Attn: Andrew Paulsen, Leasing Specialist
GSA, Real Estate Acquisition Division
401 W. Washington Street, Suite 170
Phoenix, Arizona 85003

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

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

Initials (CJ) H1 & EPH
Lessor Government