

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 02
	TO LEASE NO. GS-09P-LAZ03224
LEASE AMENDMENT	
ADDRESS OF PREMISES: 9828 N. 31 <sup>ST</sup> Street, Phoenix, AZ	PDN Number:

**THIS AMENDMENT** is made and entered into between **UIRC-GSA V PHOENIX AZ, LLC**

whose address is: 15700 W. 103<sup>RD</sup> STREET; SUITE 100, LEMONT, IL 60439

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 identify blocks of space covered under this lease, to issue the Notice to Proceed (NTP) with the CAT 6 cable upgrades and to provide for LUMP SUM payment procedures.

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:

**Lease, Paragraph 1.01 A. is deleted in its entirety and replaced as follows:**

"Paragraph 1.01 A. Office and Related Space: 72,454 rentable square feet (RSF), yielding 66,606 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on three (3) floors known as Building A, Building B and Building C as depicted on the floor pan(s) attached hereto as Exhibit "A." The total amount of rentable square feet is comprised of:

**Block A:** 63,508 RSF yielding 58,127 ABOA square feet, (occupied by [REDACTED]) in Suites A1, B1, C1, A2, B2, C2, A3 and B3.

**Block B:** 8,946 RSF yielding 8,479 ABOA square feet, (occupied by [REDACTED]) in Suite C3."

**Paragraphs A and B are hereby added to Lease Amendment 02 and read as follows:**

**"A. NOTICE TO PROCEED:**

The Lessor has provided a total cost for the CAT 6 Cable Upgrades in the amount of [REDACTED], as outlined in the Scope of Work and Lessor's Cost Estimate, attached hereto as Exhibit "H." The Government has reviewed the Lessor's Cost Estimate and has determined the costs to be fair and reasonable. A Notice to Proceed with the CAT 6 Cable upgrades is hereby issued."

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:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Asset Manager  
Entity Name: UIRC-GSA v Phoenix AZ, LLC  
Date: 3/30/16

FOR THE

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
GSA, P  
Date: 4/5/2016

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 3/30/16

**"B. FEES FOR ABOVE STANDARD COST**

- i. At the request of the Government, the Lessor shall provide upgrades to the CAT 6 Cable System, inclusive of all ancillary and related costs and services necessary for the CAT 6 upgrade, pursuant to the Scope of Work and in accordance with this Lease Agreement GS-09P-LAZ03224. The Lessor shall furnish an estimated upgrade schedule to the Government within five (5) working days after the execution of this Lease Amendment.
- ii. 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.
- iii. **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 upgrades, 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 W. Washington Street; Suite 170  
Phoenix, Arizona 85003

- iv. 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 apply throughout the term of the lease to any work requested by the Government after occupancy.

**The following are attached and made a part hereof:**

Exhibit "H"- Scope of Work and Lessor's Cost Estimate (13 pages)

**All other terms and conditions of the lease remain in force and effect.**

INITIALS: EW & JW  
LESSOR GOVT