

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-09P-03376
LEASE AMENDMENT	
ADDRESS OF PREMISES 3300 North Central Avenue, Ste 690 Phoenix, AZ 85012-2504	PDN Number:

THIS AMENDMENT is made and entered into between **Arizona State Retirement System**

whose address is: 3300 North Central Ave
Phoenix, AZ 85012-2504

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 for Change Orders 03, 04 and 05; and adjust the annual rent and Broker Commission Credit.

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

Paragraph 7.04 and Exhibit "5A" are added.

7.04 NOTICE TO PROCEED WITH TI CONSTRUCTION Change Orders

(1) Notice to Proceed with Change Order Construction: Following a Government review of the submitted cost proposal, and in accordance with Paragraph 4.01F of the Lease, the Government has determined that the Change Order bids submitted by Lessor for Change Orders 03, 04 and 05 is fair and reasonable. A Notice to Proceed is hereby issued for the construction of the Change Order at a total credit not to exceed **\$4,054.48**. Exhibit "5A", comprised of 15 pages, attached to this Lease Amendment 5 provides the price summary for Change Orders 03, 04 and 05.

Change Order No.	PR No.	Description	Amount
03	EMS	Refrigeration velocity CTRL, spring and pneu room stat	[REDACTED]
	Electrical	Move panel per City of Phoenix inspector	
	FA	Demo & relocate 2 booster panels inside	

This Lease Amendment contains 3 pages, plus Exhibit 5A.

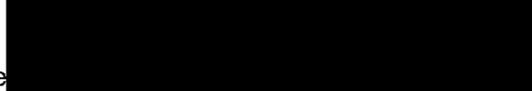
All other terms and conditions of the lease shall remain in force and effect.

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

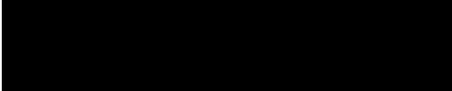
FOR THE LESSOR:

Signature: 
Name: PAUL MATSON
Title: DIRECTOR
Entity Name: ASRS
Date: APRIL 27, 2018

FOR THE GOVERNMENT:

Signature: 
Name: EMIL WINSCHTEL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 5/3/18

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Michelle P. Miles
Title: SA Real Estate Manager
Date: 4/27/2018

		electrical room	
	BMS	Additional PIV control access for Bosch	
		Office General conditions (2%)	
		Insurance (1%)	
		Contractors Fee (2%)	
04	EMS	Scope of work for ddc controls on 6 th floor not required	
		Office General conditions (2%)	
		Insurance (1%)	
		Contractors Fee (2%)	
05	Doors, Frames and Harware	Auto Opener and A/V for conference room	
	Electric		
	Finish Carpentry		
	Data Communication		
		Office General conditions (2%)	
		Insurance (1%)	
		Contractors Fee (2%)	
Total – New Change Orders			(\$4,054.48)

Paragraph 1.03 and 1.04 are hereby deleted and replaced with the following:

“1.03 RENT AND OTHER CONSIDERATION (SEPT 2012)

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

	FIRM TERM (MONTHS 1-5 ¹)	FIRM TERM (MONTHS 6-12 ²)	FIRM TERM (YEARS 2-5)	NON-FIRM TERM (YEARS 6-10)
	ANNUAL RENT	TOTAL 7-MONTH RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ³	\$0.00	\$171,098.67	\$293,312.00	\$350,599.50
TENANT IMPROVEMENTS RENT ⁴	\$0.00	\$ 30,209.20	\$ 51,787.21	\$ 51,787.21
BSAC ⁵	\$0.00	\$ 4,428.59	\$ 7,591.87	\$ 7,591.87
OPERATING COSTS ⁶	\$0.00	\$ 69,107.82	\$118,470.55	\$118,470.55
TOTAL RENT	\$0.00	\$274,844.28	\$471,161.63	\$528,449.13

¹ Months 1-5 are fully abated (including Shell Rent, Tenant Improvements, BSAC, and Operating Costs).

² Annual Rent for Months 6-12 (remaining 7 months after abatement period) does not include commission credit; see Paragraph 1.04 below.

³ Shell rent calculation:

(Firm Term) \$12.80 per RSF multiplied by 22,915 RSF

(Non-Firm Term) \$15.30 per RSF multiplied by 22,915 RSF

⁴ The Tenant Improvement Allowance of \$517,872.07 is amortized at a rate of 0% percent per annum over 10 years.

⁵ The BSAC Allowance of \$75,918.71 is amortized at a rate of 0% percent per annum over 10 years.

⁶ Operating Costs rent calculation: \$5.17 per RSF multiplied by 22,915 RSF, increased annually by CPI

The Lessor has elected to amortize the TI and BSAC amounts for a period of ten (10) years, which exceeds the Firm Term of the Lease. The Lessor agrees that, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 20,574 ABOA SF based upon the methodology outlined under the “Payment” clause of GSA Form 3517.

C. 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.

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- D. 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.
- E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The Leasehold interest in the Property described in the paragraph entitled "The Premises."
 2. 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.
 3. 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 meet the requirements of this lease."

"1.04 Broker Commission and Commission Credit (JUN 2012)

- A. Carpenter/Robbins Commercial Real Estate, Inc. as subcontractor for Savills 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] being [REDACTED] percent [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.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, 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:

Months 1-5: Shell rent, operating expenses, and tenant improvement amortization shall be abated.

Month 6: Rental Payment \$39,263.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

Month 7: Rental Payment \$39,263.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent."

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

INITIALS:


LESSOR

&


GOV'T