| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 1<br>CONSISTING OF 2 PAGES<br>TO LEASE NO. GS-09P-LAZ03430 |
|---|---|
| ADDRESS OF PREMISES<br>**Grace Court IV**<br>**250 N 7th Avenue**<br>**Phoenix, AZ 85007-2753** | PDN Number: |

**THIS AMENDMENT** is made and entered into between **BRCP Grace Court LLC**

whose address is: **850 W Adams St**
**Phoenix, AZ 85007-2730**

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 tenant and security improvements and 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:

**A. NOTICE TO PROCEED FOR TENANT IMPROVEMENTS**

The Government has reviewed the Tenant Improvement Pricing Proposal dated June 27, 2016 and approves the Tenant Improvement price of $981,378.35. The Lessor shall amortize the amount of $653,107.49 into the rent at the rate of 0.0% percent over ten (10) years. The remaining amount not to exceed $328,270.86 will be paid via a one-time lump sum payment by The Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor.

**B. NOTICE TO PROCEED FOR BUILDING SPECIFIC SECURITY COSTS**

The Government has reviewed the Building Specific Security Pricing Proposal dated June 27, 2016, and approves the Building Specific price of $112,429.97. The Lessor shall amortize the amount of $64,400.00 which shall be amortized into the rent at the rate of 0.0% percent over ten (10) years. The remaining amount not to exceed $48,029.97 will be paid via lump sum payment by The Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor.

****The total lump sum payment, inclusive of Tenant Improvements and Building Specific Security shall be $376,300.83****

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: **John A. Osmond**
Title: **Senior Director**
Entity Name: BRCP GRACE COURT LLC
Date: 8.22.16

**FOR THE GOVERNMENT:**
Signature:
Name: ERIN WINSCHEL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/24/16

**WITNESSED FOR THE LESSOR BY:**
Signature: A. Patnaik
Name: ANU PATNAIK
Title: Office and Systems Manager
Date: 8.22.16

## C. LUMP SUM PAYMENT PROCEDURE

A properly executed original invoice, in the amount of $376,300.83, shall be forwarded to the GSA Finance office electronically on the Finance website at http://www.finance.gsa.gov/defaultexternal.asp and a copy will be provided to the GSA Lease Contracting Officer. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration
Attn: Erin Winschel
401 W. Washington St.
Suite 210, SPC 25
Phoenix, AZ 85003

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN) PS0035910
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.

INITIALS: _____ LESSOR & _____ GOV'T