

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 CONSISTING OF 2 PAGES TO LEASE NO. GS-09B-03049
ADDRESS OF PREMISES 1637 East Monument Plaza Casa Grande, AZ 85122-5639	PDN Number:

THIS AMENDMENT is made and entered into between Casa Grande Internal Medicine, PC.

whose address is: 1637 East Monument Plaza
 Casa Grande, AZ 85122-5639

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 adjust the annual rent, adjust the broker commission and commission credit, issue the notice to proceed for tenant 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:

Paragraph 1.03 is hereby deleted and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (sep 2012)


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

	MONTHS 1-3 YEAR 1 FIRM TERM	MONTHS 4-12 YEAR 1 FIRM TERM	YEARS 2-10 FIRM TERM	YEARS 11-15 NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$0.00	\$61,332.59	\$81,776.78	\$103,532.08
TENANT IMPROVEMENTS RENT	\$ 0.00	\$20,927.40	\$27,903.20	\$0.00
OPERATING COSTS	\$ 5,187.50	\$15,562.50	\$20,750.00	\$20,750.00
BUILDING SPECIFIC AMORTIZED CAPITAL	\$0.00	\$1,718.27	\$2,291.02	\$0.00
TOTAL ANNUAL RENT	\$5,187.50	\$99,540.76	\$132,721.00	\$124,282.08

¹Includes 3 full months of free rent, exclusive of operating costs in year 1 of the firm term. Months of free rent shall not apply to any month in which a commission credit is applied.

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: ASMA CARA
 Title: OWNER
 Entity Name: CASA GRANDE INTERNAL MEDICINE
 Date: 05-04-2015

FOR THE

Signature: 
 Name: 
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 5/5/15

WITNESSED BY:

Signature: 
 Name: Jeff Scow
 Title: UPS Store
 Date: 6-4-15

²The Tenant Improvement Allowance of \$219,229.30 (\$41.13(rounded))/USF per Paragraph 1.08) is amortized at a rate of 5 percent per annum over 10 years.

³Building Specific Amortized Capital (BSAC) of \$18,000.00 is amortized at a rate of 5% per annum over 10 years.

Paragraph 1.04 is hereby deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] 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 CBRE, Inc. 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.

This Lease includes 3 months of free rent (exclusive of operating costs) effective in year 1 of this Lease. The Government is not paying shell rental payments during months 1 through 3, therefore no commission credit shall be applied during this period. The effective monthly rent beginning in month 4 of the first lease year will be \$11,060.084 (\$99,540.76 / 9 Months).

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:

Month 4 Rental Payment \$11,060.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent. *

Month 5 Rental Payment \$11,060.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent. *

Month 6 Rental Payment \$11,060.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent. *

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

Paragraph 7.03 is hereby added to the lease:

7.03 NOTICE TO PROCEED FOR INITIAL CONSTRUCTION

A. Pursuant to Paragraph 4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2012) of the lease, the Government has reviewed the Lessor's TI cost proposal and has determined that it is fair and reasonable. This represents your Notice to Proceed (NTP) with the construction of the TIs in an amount not to exceed \$397,310.78, of which \$219,229.30 is to be amortized into the rent as Tenant Improvements at a rate of 5% over 10 years, and the remaining \$178,081.48 is to be paid via lump sum. No additional payments for Tenant Improvements shall be paid unless they are through a change order approved by the Contracting Officer with a Supplemental Lease Agreement.

B. Upon completion and acceptance of the Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment one original and one copy of the invoice. Lessor shall contact the GSA Contracting Officer for the PS Number, which must be annotated on the invoice. The original invoice, in an amount not to exceed \$178,081.48, shall be submitted via the GSA Financial website at www.finance.gsa.gov.

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

GSA, Realty Services
400 W. Washington Street
Suite 170, SPC 25
Phoenix, AZ 85003

INITIALS:  LESSOR

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 GOVT