

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 03
LEASE AMENDMENT	TO LEASE NO. GS-09P-LAZ03214
ADDRESS OF PREMISES 2035 N. Central Avenue Phoenix, AZ 85004-1546	PDN Number:

THIS AMENDMENT is made and entered into between **DOXA CENTRAL, LLC**

whose address is: 2005 N. Central Avenue, Phoenix, AZ 85004

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 re-state the annual rent as a result of the completion of the alterations utilizing Tenant Improvement funds.

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 February 1, 2016 as follows:

Lease paragraph 1.03 is deleted in its entirety and the following is substituted therefore:

"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:

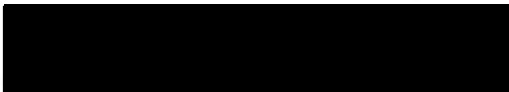
	FIRM TERM		NON-FIRM TERM
	ANNUAL RENT (JULY 1, 2015 – JANUARY 31, 2016)	ANNUAL RENT (FEBRUARY 1, 2016 – JUNE 30, 2020)	ANNUAL RENT (JULY 1, 2020 – JUNE 30, 2025)
SHELL RENT ¹	\$983,207.64	\$983,207.64	\$1,139,867.63
TENANT IMPROVEMENTS RENT ²	\$0.00	\$ 71,937.35	\$0.00
OPERATING COSTS ³	\$ 598,941.00	\$ 598,941.00	\$ 598,941.00
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	\$ 39,712.47	\$0.00
TOTAL ANNUAL RENT	\$1,582,148.64	\$1,693,798.46	\$1,738,808.63

This Lease Amendment contains two (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.

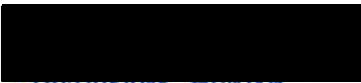
FOR THE LESSOR:

Signature: 
Name: Daniel J. Wilhelm
Title: Managing Member
Entity Name: DOXA Central LLC
Date: February 8, 2016

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: GSA, Public Buildings Service,
Date: 2/16/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Jacqueline Ayala
Title: Accts. Manager
Date: February 6, 2016

[Handwritten initials]

¹Shell rent (Firm Term) calculation: **\$17.23** per RSF (rounded) multiplied by **57,079** RSF

²The Tenant Improvement Allowance of **\$272,624** is amortized at a rate of **7.00** percent per annum to June 30, 2020.

³Operating Costs rent calculation: **\$10.49** per RSF multiplied by **57,079** RSF

⁴Building Specific Amortized Capital (BSAC) of **\$150,500** is amortized at a rate of **7.00** percent per annum to June 30, 2020.

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, 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 **54,343** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. 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.

F. 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. 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 be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED"

INITIALS:

LESSOR

&

GOV'T