

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 3

DATE

5/31/12

TO LEASE NO GS-09B-02840

ADDRESS OF PREMISES: One North First Street, Phoenix, AZ 85004

THIS AGREEMENT, made and entered into this date by and between THREE E ONE NORTH FIRST INVESTMENT CO., LLC.

whose address is: c/o Marketplace One, LLC,  
1 North First St., Suite 700  
Phoenix, AZ 85004-2364

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 establish beneficial occupancy, adjust the annual rent, adjust the commission and commission credit and authorize change orders 3 & 4.

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

*Paragraphs 2, 3, 22 and 25 are deleted in their entirety and replaced as follows:  
Paragraph 26 is hereby added.*

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning May 8, 2012 through May 7, 2017, subject to termination rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent as follows:

| Years | Shell Rate (r.s.f. per year) | Annual Base Year Service Cost (r.s.f. per year) | Annual Amortized T.I.'s (r.s.f. per year) | Annual Total Rent (r.s.f. per year) | Total Monthly Rent | Total Annual Rent |
|-------|------------------------------|---|---|-------------------------------------|--------------------|-------------------|
| 1 - 3 | \$15.750543                  | \$6.937247                                      | \$0.652908                                | \$23.340698                         | \$61,030.09        | \$ 732,361.08     |
| 4 - 5 | \$15.750543                  | \$6.937247                                      | \$0.00                                    | \$22.687790                         | \$59,322.90        | \$ 711,874.78     |

-CONTINUED ON PAGE 2 OF 2-

BCF & Gov't  
Lessor Gov't

22 **Commission and Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission of five [redacted] percent of the firm term value of the lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego forty [redacted] percent of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment of \$61,030.09 minus the prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment of \$61,030.09 minus the prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

25. This SLA records the Notice to Proceed with Tenant Improvements effective upon execution of this SLA 3. Lessor agrees to complete Tenant Improvements in accordance with all terms and conditions of the Lease and Government reviewed Construction Documents for a total cost of **\$55,908.69**. The amount of \$55,908.69 (\$652908/ABOA) is amortized in the rent as stated in Lease paragraph 15 at a rate of 6.25% over the 36 month firm term of the Lease. No additional payments for Tenant Improvements shall be paid unless it is a Change Order approved by the Contracting Officer with a Supplemental Lease Agreement.

26. The following Change Orders are authorized by the Government and included in the total cost identified in Paragraph 25:

| C.O. # | Date Authorized              | Description   | Amount      |
|--------|------------------------------|---|-------------|
| NA     | 2/9/2012                     | Tenant Improvement costs at Notice to Proceed                         | [redacted]  |
| 3      | Upon execution of this SLA 3 | Refinish 18 doors, install 1 handle and install 36 kickplates         | [redacted]  |
| 4      | Upon execution of this SLA 3 | Adjustment to correct Sales Tax calculation                           | [redacted]  |
|        |                              | Total Tenant Improvement costs amortized in the rent per Paragraph 25 | \$55,908.69 |

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR:** THREE E ONE NORTH FIRST INVESTMENT CO., LLC.

*Marketplace One, LLC, member*

BY *Bradley K. South*  
(Signature)

Bradley K. South, manager  
(Print Name and Official title)

IN PRESENCE OF:

*Elizabeth Jamison*  
(Signature)

Elizabeth Jamison, Executive Assistant  
(Print Name and Official title)

**UNITED STATES OF AMERICA:** GENERAL SERVICES ADMINISTRATION, Public Buildings Service

BY *Grant Wenschel*  
(Signature)

Contracting Officer  
(Official title)