

Supplemental Lease Agreement Number 4

Lease Number:	GS-09B-02302	Date:	6/17/10
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3737 N 7th Street, Phoenix, AZ 85014

THIS AGREEMENT, made and entered into this date by and between **AG/FP SIETE SQUARE, LLC.**

whose address is 3877 N. 7th Street, Suite 103, Phoenix, AZ 85014,

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 improvements and establish a new annual rent to include tenant improvement costs to be paid upon completion and acceptance of the tenant improvements.

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

Paragraph 10 is deleted in its entirety and replaced as follows:

10. The Government shall pay the Lessor annual rent as follows:

- For months 1 through 6, annual rent of \$428,016.00 at the rate of \$35,668.00 per month in arrears.
- For months 7 through 12, annual rent of \$448,267.37 at the rate of \$37,355.61 per month in arrears.
- For years 2 through 5, annual rent of \$448,267.37 at the rate of \$37,355.61 per month in arrears.
- For years 6 through 10, annual rent of \$483,935.37 at the rate of \$40,327.95 per month in arrears.
- For years 11 through 15, annual rent of \$499,352.00 at the rate of \$41,612.67 per month in arrears.


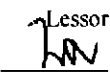
Rent for a lesser period shall be prorated. Rent checks shall be payable to:

AG/FP Siete Square, LLC
c/o Colliers International
3877 N. 7th Street, Suite 103
Phoenix, AZ 85014-5072

Paragraphs 18 and 19 are added:

18. The Government issued a Notice to Proceed with Tenant Improvements effective upon execution by the Government of this SLA 4. Lessor agrees to complete Tenant Improvements in accordance with all terms and conditions of the Lease and Government reviewed Construction Documents (Sheets T1.0, T1.1, A0.1, D1.1, D1.2, A1.0, A1.1, A1.2, A1.3, A1.4, A2.0, A2.1, A2.2, A3.0, A3.1, A4.0, A5.0, A5.1, M1.1, M2.1, E1.1, E2.1, C1, E1, E2, E3, E4, E5, E6, E7, E8, E9, E10, E11, E12, E13, E14, E15, E16, E17 and E18, as approved by the City of Phoenix on May 26, 2010, Permit Numbers BLD 10009976, BLD 10009975) for a total cost of \$579,695.20. \$131,695.20 of the Tenant Improvement costs shall be amortized into the rent at a rate of 8.50% over the remaining months of the full term of the Lease (approximately 114 months). The Government shall make a lump sum payment for the remaining \$70,000.00 of Tenant Improvement costs.

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Gov't & Lessor
 

19. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment, one original and one copy of the invoice for the Lump Sum Payment. 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 \$70,000.00, shall be submitted via the GSA Finance website at www.finance.gsa.gov.

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

GSA, Real Estate Division
401 W. Washington St., Suite 170 (SPC 25)
Phoenix, AZ 85003

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 above date.

Lessor, AG/FP SIETE SQUARE, LLC.

By

(Signature)

(Title)

In Presence of

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

(Signature)

CONTRACTING OFFICER

(Official Title)