

## Supplemental Lease Agreement

## Number 1

Lease Number:

GS-09B-02302

Date:

1/13/2009

3737 N. 7<sup>th</sup> 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. 7<sup>th</sup> 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 correct the Tenant Improvement Allowance paragraph of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 3, 2008, as follows:

- A. Paragraph 17 is deleted in its entirety and replaced as follows:** The Lessor, at its cost, is willing to expend up to \$378,000.00 toward any building shell/tenant improvements requested by the agency or otherwise required by the Solicitation for Offers No. 4AZ0126 and its attachments. All costs above this amount shall be part of the maximum Tenant Improvement Allowance which is established as follows: The maximum available Tenant Improvement Allowance shall be \$544,600.14 (\$34.86 per BOASF) amortized over 120 months at 8.50% payable monthly at the rate of \$6,607.50 or \$79,290.04 annually (\$4.45 PER RENTABLE / \$5.08 PER BOMA Office Area square foot) and shall be added to the annual rent payment identified in Paragraph 10 of this lease.
- B. Paragraph 1.11(A)(1) is deleted in its entirety and replaced as follows:** The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. Any portion of the Tenant Improvement Allowance used by the Government shall be added to the annual rent payment.
- C. Paragraph 1.11(A)(2) is deleted in its entirety and replaced as follows:** The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance.

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: AG Asset Manager, Inc., a Delaware corporation, Its: Manager

By

(Signature)

(Title)

In Presence of

(Signature)

9440 SANTA MONICA BLVD, SUITE 708  
BEVERLY HILLS, CA 90210  
(Address)

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

(Signature)

CONTRACTING OFFICER

(Official Title)