GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT **No. 1**	DATE 8/4/11
	TO LEASE NO. GS-09B-02733	

Address of Premises: **One North Central Ave, Phoenix, AZ 85004**

THIS AGREEMENT, made and entered into this date by and between: **One North Central, LLC**

whose address is: **1221 Avenue of the Americas, New York, NY 10020**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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

Paragraph No. 5.7 is deleted in its entirety and replaced as follows:

'5.7. CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (SEP 2009)

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:
The Government shall prepare and provide to the Lessor the Government's approved design intent drawings based upon the base building drawings provided by the Lessor as required in the "BUILDING AND SITE INFORMATION SUBMITTALS" paragraph of this SFO. These design intent drawings will detail the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which consist of enough information to prepare construction drawings including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Design intent drawings shall be due to the Lessor within sixty (60) working days from award.

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: One North Central, LLC

BY Masato Kawasaki (Signature) President (Title)

IN THE PRESENCE OF (witnessed by:)

(Signature) 1221 Avenue of the Americas, 19Fl. New York (Address) NY, 10020

UNITED STATES OF AMERICA

BY Susan Dinquel
Susan Dinquel, Contracting Officer
General Services Administration