

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

8/16/2011

TO LEASE NO GS-09B-02734

ADDRESS OF PREMISES: The 2600 Tower, aka 2600 North Central Avenue Phoenix, AZ 85004-3050

THIS AGREEMENT, made and entered into this date by and between ARI Central LP and Danari LLC

whose address is: 2600 North Central Avenue, Suite B-101
Phoenix, AZ 85004-3050

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 a Notice To Proceed to the Lessor for the Tenant Improvement work; incorporate and order Tenant Improvements which exceed the Tenant Improvement Allowance; and to provide for Lump Sum payment of the tenant improvement costs which exceed the Tenant Improvement Allowance.

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:

Paragraphs 28 and 29 are added.

"28. This SLA records the Notice to Proceed with Tenant Improvements effective August 4, 2011. 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 **\$466,828.00**. \$451,170.35 (\$38,296,440/ABOA) is amortized in the rent as stated in lease paragraph 17 at a rate of 7.5% over the 60 month firm term of the Lease. The Government shall make a lump sum payment for the remaining \$15,458.65 of Tenant Improvement costs per Lease paragraph 29. No additional payments for Tenant Improvements shall be paid unless it is a Change Order approved by the Contracting Officer with a Supplement Lease Agreement.

29. 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 \$15,458.65 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 Acquisition Division
401 W. Washington Street
SPC 25, Suite 180
Phoenix, AZ 85003

(Continued on Exhibit "B1" and "B2", attached)."

All other terms and conditions of this Lease remain in full force and effect.

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

LESSOR: ARI Central LP and Danari LLC

BY

(Signature)

Alan Sher, Executive Vice President
(Print Name and Official title)

IN PRESENCE OF:

(Signature)

Andrea Myers, Transaction Coordinator
(Print Name and Official title)

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

BY

(Signature)

Contracting Officer
(Official title)