

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No.1
Page 1 of 2
TO LEASE NO.
GS-09B-02621

DATE

8/25/2010

ADDRESS OF PREMISE 5907 West Kings Avenue
Glendale, AZ 85306-1113

THIS AGREEMENT, made and entered into this date by and between:

BAMMF (2), LLC

whose address is 13455 Noel Road, Suite 2000
Dallas, TX 75240-6604

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

WHEREAS, the parties hereto desire to amend the described premises, adjust the annual rent, and amend the occupancy date for the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2010, as follows:

Paragraphs 1, 2, 3, 17, and 24 are hereby deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises:
15,444 rentable square feet (r.s.f.), yielding approximately 14,718 ANSI/BOMA Office Area square feet and related space located at 5907 West Kings Avenue, Glendale, Arizona 85306-1113, together with two (2) onsite surface and reserved parking spaces, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
Furthermore, the Government is seeking a 1,890 r.s.f. expansion to the existing premises of 15,444 r.s.f., and a 690 ANSI/BOMA Office Area expansion to the existing premises of 14,718 ANSI/BOMA Office Area. Upon completion and acceptance of the expansion, the building shall yield approximately 17,334 r.s.f. and 15,408 ANSI/BOMA Office Area square feet.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on September 1, 2010 through August 31, 2025, subject to termination and renewal rights as may be hereinafter set forth. Occupancy and acceptance of the expanded space shall occur within ninety (90) working days of Notice to Proceed.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: BAMMF (2), LLC

BY [Signature]
(Signature)

MEMBER
(Title)

IN THE PRESENCE OF
[Signature]
(Signature)

13455 Noel RD Suite 2000
DALLAS, TX 75240
(Address)

UNITED STATES OF AMERICA General Services Administration, Public Building Service

BY [Signature]
(Erin H. Winschel)

Contracting Officer
(Official Title)

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3 The Government shall pay the Lessor annual rent as follows:

Months [1]	Shell Rate (RSF per year)	Annual Base Year Service Cost (RSF/year)	Annual Amortized TI (RSF/Year) [2]	Annual Total Rent (RSF/Year)	Total Monthly Rent	Total Annual Rent
INITIAL OCCUPANCY OF 15,444 RSF						
1-12	\$15.242565	\$7.66	\$0.00	\$22.902565	\$29,475.60	\$353,707.21
FINAL OCCUPANCY OF 17,334 RSF						
13 - 120	\$15.242565	\$7.66	\$1.158301	\$24.060866	\$34,755.92	\$417,071.05
121-180	\$16.24	\$7.66	\$0.00	\$23.90	\$34,523.55	\$414,282.60

[1] Assumes twelve (12) months to build out and accept the expanded space, to be adjusted upon acceptance and occupancy of the entire premises.

[2] Assumes a nine (9) year amortization period for tenant improvements (ten (10) year firm term less twelve (12) months expansion completion). The amortization period shall be adjusted to match the number of months remaining in the firm term of the lease upon acceptance and occupancy of the entire premises.

17. **Tenant Improvement Allowance:** The lesser of actual costs or \$150,000 in tenant improvement allowance shall be amortized at an interest rate (amortization rate) of 3.0% per year. The amortization period will be determined upon acceptance and occupancy of the entire premises, and will be calculated by subtracting the number of months required to complete the space from the ten (10) year firm term. All tenant improvements in excess of \$150,000.00 shall be paid by the Lessor.

24. **Commission and Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the shell rate for Years 1-5 and [redacted] of the shell rate for Years 6-10. 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 [redacted] 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 this 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 \$29,475.60 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment \$29,475.60 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

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

Initials: [Signature] Lessor & [Signature] Gov't