

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 4

DATE

4/20/2012

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 ARJ 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 finalize Tenant Improvement costs.

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 29 and 30 are hereby deleted and the following substituted therefore.

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 \$31,378.93 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

30. The total tenant improvement amount to be paid by the Government is \$482,549.28. The tenant improvement amount to be amortized in the lease rental payments is \$451,170.35, which has been amortized over the five (5) year firm term of the lease at an interest rate of 7.5% per year. In accordance with Section 3.3, Tenant Improvement Rental Adjustment (MAR 2007), the Government shall make a lump sum payment to the Lessor for the tenant improvement coverage and associated change orders in the amount of \$31,378.93. The Notice to Proceed with construction of the tenant improvements was issued on August 16, 2011.

The Tenant Improvement Coverage:

TI Construction Cost	\$482,549.28
Deduct Amortized TI	\$451,170.35
TI Coverage Total	\$ 31,378.93

PS0022096 \$ 31,378.93

The following Change Orders are authorized by the Government:

Change Order No.	Approval Date	Description	Amount
1	10/24/2011	Gate to judge's platform	
2	12/13/2011	Add door releases to room 1403C and 1430C	
2	12/13/2011	Add data/fax line to area 1416	
2	12/13/2011	Modify Cabinets to fit Copier	
2	12/13/2011	Change door handles rooms 1445, 1446, 1418, & 1419	
3	03/26/2012	Add Ceiling projector mounts & power rooms 1404, 1412, & 1445	
3	03/26/2012	Refinish existing benches to match new millwork	
3	03/26/2012	Add custom interior signage to all rooms	
TOTAL			

<<Continued on page 2>>

Paragraph 30, continued:

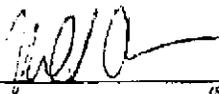
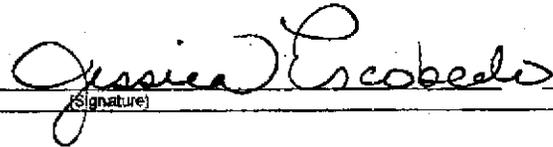
Tenant Improvement Overage	\$	15,458.65
Tenant Improvement Change Orders	\$	<u>15,920.28</u>
Lump Sum Payment	\$	31,378.93

The lump sum payment is authorized under Reimbursement Work Authorization Number N0165673. No GSA Broker Commission or Commission Credit shall be due by the Lessor with respect to the above \$31,378.93

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

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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)	<u>Michael S. Adler, President</u> (Print Name and Official title)
IN PRESENCE OF:	
 (Signature)	<u>Andrea Myers, Transaction Coordinator</u> (Print Name and Official title)
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service	
BY  (Signature)	<u>Contracting Officer</u> (Official title)