

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. GS-09B-02914

ADDRESS OF PREMISES
16009 N. 81st St.
Scottsdale, AZ 85260-1841

THIS AGREEMENT, made and entered into this date by and between
Kachina Investments, LLC.

whose address is
20875 N. Pima Rd. STE C-4 PMB 109
Scottsdale, AZ 85255

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 **increase the total amount of sq. ft. and adjust the annual rent.**

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:

The following paragraphs:

- LEASE TERM;
- 1.01 THE PREMISES (AUG 2011);
- Parts A and B of 1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

are deleted and replaced as follows:

"LEASE TERM

Block A: To Have and to Hold the said Premises with their appurtenances for the term beginning July 1, 2012 through June 30, 2022,

Block B: To Have and to Hold the said Premises with their appurtenances for the term beginning upon inspection and acceptance by the Government through June 30, 2022,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

Continued on Sheet 1 Attached

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 below date.

FOR THE LESSOR:

Signature: Wayne Culiver
Name: Wayne Culiver
Title: Managing Partner
Entity Name: Kachina Investments L.L.C.
Date: 10/1/2012

FOR THE GOVERNMENT:

Signature: Susan Denouet
Name: Susan Denouet
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2/21/13

WITNESSED FOR THE LESSOR BY:

Signature: Shelly M Howard
Name: Shelly M Howard
Title: Asst. manager
Date: 10-1-12

**SHEET 1 IS ATTACHED TO GS-09B-02914 OF LEASE AMENDMENT 2
16009 N. 81st St. Scottsdale, AZ 85260-1841**

"1.01 THE PREMISES (AUG 2011)

The Premises are described as follows::

Block A , 7,266 rentable square feet (RSF), yielding 6,459 ANSI/BOMA Office Area (ABOA) square feet of office and related space.

Block B: 1,631 rentable square feet (RSF), yielding 1,450 ANSI/BOMA Office Area (ABOA) square feet of office and related space.

For a total of 8,897 rentable square feet (RSF), yielding 7,909 ANSI/ BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 12 percent, located on the 1st and 2nd floor(s) and known as Suite(s) 101, 201 and 202, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A."

"1.03. RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

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 7,266 RSF						
1-10	\$19.85	\$3.74	\$0.00	\$23.59	\$14,283.75	\$171,404.94
FINAL OCCUPANCY OF 8,897 RSF						
11 - 60	\$19.85	\$3.74	\$1.938111	\$25.528111	\$18,926.97	\$227,123.60
61-120	\$19.85	\$3.74	\$0.00	\$23.59	\$17,490.02	\$209,880.23

[1] Assumes ten (10) months to procure, build out and accept the space, to be **adjusted** upon acceptance and occupancy of the entire premises.

[2] Assumes a fifty (50) month amortization period for tenant improvements amortized at an **estimated** rate of \$1.938111 per RSF per annum (five (5) year firm term less ten (10) months total to procure and build out the expansion space) at an interest rate of 5.09%. The amortization rate shall be adjusted per the final negotiated cost of the build out of the tenant improvements. 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.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 7,909 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517."

Lessor WC Gov't. SP