GENERAL SERVICESADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 11/4/2010
	TO LEASE NO GS-09B- 02553	

ADDRESS OF PREMISES: 6335 South Downwind, Mesa, Arizona, 85212

THIS AGREEMENT, made and entered into this date by and between CIMARRON AIRPARK LLC XVI, an Arizona Limited Liability Company.

whose address is: 17951 North 100th Street, Scottsdale, Arizona 85255-2505

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

WHEREAS, the parties hereto desire to authorize change orders not included in the original tenant improvement cost for the installation of the telecommunications wiring system, intrusion detection system, and the installation of wire mesh in the demising wall separating Government space and non-Government space.

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

Paragraphs 32 and 33 are added as follows:

"32. The following Change Orders are authorized by the Government and included in the lump sum invoice total cost in Paragraph 33:

[redacted]

"33. 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. A proper invoice must include the following: invoice date; name of the Lessor as shown on the Lease; Lease contract number, building address, and a description, price and quantity of the items delivered; annotation of GSA PS Number. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it. The original invoice, in an amount not to exceed $95,088.91 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

A copy of the invoice shall be simultaneously submitted to the GSA at:

Attn: Brian Schumacher, Leasing Specialist
GSA, Real Estate Acquisition Division
300 N. Los Angeles Street, Suite 4100
Los Angeles, Calinfornia 90012"

ATTACHED:

1.) Exhibit 'A', AWR2 Phone and Data (estimate, 1 page)
2.) Exhibit 'B', [redacted] (site plan, 2 pages)
3.) Exhibit 'C', Section 270000 Telecommunications Wiring Systems (wiring plan, 73 pages)

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

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

LESSOR: CIMARRON AIRPARK LLC XVI

BY _____ (Signature) FRED HIMOVITZ, MANAGER MBR. (Print Name and Official title)

IN PRESENCE OF: _____ (Signature) STEPHEN VALNS, NOTARY (Print Name and Official title)

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

BY _____ (Signature)(Official title) Contracting Officer