SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
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ADDRESS OF PREMISES

ONE NORTH CENTRAL AVE, PHOENIX, AZ 85004-4414

THIS AGREEMENT, made and entered into this date by and between: **ONE NORTH CENTRAL, LLC**

whose address is: **ONE NORTH CENTRAL AVE**
PHOENIX, AZ 85004-4414

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 establish beneficial occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government. Paragraphs 9, 10 and 4 are hereby deleted in their entirety and the following substituted therefore:

"9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning May 1, 2012 through April 30, 2022, subject to termination and renewal rights as may be hereinafter set forth."

"10. Rent shall commence without the amortized Tenant Improvements as referenced in Paragraph 15. Upon completion of the Tenant Improvements and acceptance by the Government, a subsequent Supplemental Lease Agreement shall be drafted to memorialize the actual Tenant Improvement amount that will be amortized into the remaining firm term of the rent. The Government shall pay the Lessor annual rent as follows:

Rental Period	Shell Rent	Operating cost	TI	Total Annual Rent
05/01/12 – 10/31/12	$ 0.00 / rsf	$ 7.22 / rsf	$ 0.00 / rsf	$ 223,769.46 / yr
11/01/12 – 04/30/14	$ 19.78 / rsf	$ 7.22 / rsf	$ 0.00 / rsf	$ 836,811.00 / yr
05/01/14 – 04/30/16	$ 20.78 / rsf	$ 7.22 / rsf	$ 0.00 / rsf	$ 867,804.00 / yr
05/01/16 – 04/30/18	$ 21.78 / rsf	$ 7.22 / rsf	$ 0.00 / rsf	$ 898,797.00 / yr
05/01/18 – 04/30/22	$ 22.78 / rsf	$ 7.22 / rsf	$ 0.00 / rsf	$ 929,790.00 / yr

Rent for a lesser period shall be prorated. Rent shall be payable to:

ONE NORTH CENTRAL LLC
c/o Ryan Companies US INC.
1 North Central, Suite 1030
Phoenix, AZ 85004-4418

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

SIGNATURE	NAME OF SIGNER
	PHILLIP M. BREIDENBACH, AGENT FOR One North Central LLC

ADDRESS 2390 East Camelback Road #100 Phx, AZ 85251

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
Sandra Machado	SANDRA MACHADO

ADDRESS [redacted]

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
	Donald C. Thomas
	OFFICIAL TITLE OF SIGNER **CONTRACTING OFFICER**

SHEET NO. 1 ATTACHED HERETO AND MADE A PART OF LEASE GS-09B-02742, SLA 2.

"4. The Government may terminate this lease in whole or in part effective anytime after April 30, 2017 by giving atleast 120 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

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Initials: _____ & _____
Lessor Government