GSA

GSA Public Buildings Service

Supplemental Lease Agreement
Number 1

Lease Number:	GS-09B-02823	**Date:**	8-10-2012

333 East Wetmore Road, Tucson, Arizona

THIS AGREEMENT, made and entered into this date by and between **Aslan III 333 EAST WETMORE, LLC**

whose address is: 200 West Madison, Suite 3200, Chicago, IL 60606-3414

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 revise the annual rent, modify the reserved parking provision, include the Building Specific Security allowance, and adjust the Commission and Commission Credit.

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

Paragraphs 1, 10,17and 25 are hereby deleted and replaced with:

"1. The Lessor hereby leases to the Government the following described premises:
8,798 rentable square feet (r.s.f.), yielding approximately 7,456 ANSI/BOMA Office Area square feet and related space located on the Second Floor (Suite number to be determined) at 333 East Wetmore Road, Tucson, AZ 85705-1720, together with Twelve (12) 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.

10. The Government shall pay the Lessor annual rent as follows:

Months	Shell Rate	Annual Base Year Service Cost	Annual Amortized T.I.'s	Building Specific Security T.I.'s	Total Monthly Rent	Total Annual Rent
01 – 06	**$0.00**	**$ 55,222.00**	**$ 45,174.89**	**$0.00**	**$ 8,366.41**	**$ 100,396.89**
07 – 48	**$153,458.87**	**$ 55,222.00**	**$ 45,174.89**	**$ 5,837.92**	**$21,641.14**	**$ 259,693.68**
49 – 96	**$178,269.23**	**$ 55,222.00**	**$ 45,174.89**	**$ 5,837.92**	**$23,708.67**	**$ 284,504.04**
97 – 120	**$204,647.60**	**$ 55,222.00**	**$0.00**	**$0.00**	**$21,655.80**	**$ 259,869.60**

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the twelve (12) parking spaces referenced in Paragraph 1 is included in the Shell Rent. The rent for months 1-6 **reflects the Lessor's abatement of Shell** Rent and Building Specific Security Rent during the first six months of the lease term.

Continued on Sheet 1

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.
Lessor, **Aslan III 333 EAST WETMORE, LLC**

By Timothy E McCarney (Signature) Managing Director (Title)

In Presence of
Kathleen Zachary (Signature) 200 W. Madison St, Ste 3200, Chgo, IL 60606 (Address)

United States Of America, General Services Administration, Public Buildings Service.

Francis Maury (Signature) CONTRACTING OFFICER (Official Title)

Form 276

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE # GS-09B-02823

Paragraph 10, continued.

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the twelve (12) parking spaces referenced in Paragraph 1 is included in the Shell Rent. The rent for months 1-6 reflects the Lessor's abatement of Shell Rent and Building Specific Security Rent during the first six months of the lease term.

Rent checks shall be payable to:

Aslan III 333 East Wetmore, LLC
200 West Madison, Suite 3200
Chicago, IL 60606-3414

"17. **TENANT IMPROVEMENT ALLOWANCE**: The maximum Tenant Improvement Allowance has been established by Paragraph 3.2 of SFO Number 9AZ2109, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the eight (8) year term of the lease agreement at an interest rate (amortization rate) of 7.0 % per year. Pursuant to Paragraph 4 of this Lease, the Government may terminate this Lease on or after the 8th year and shall not be required to make any additional TI payments after the date of termination. The Building Specific Security allowance of $35,675.00 shall be amortized over the eight (8) year term of the lease agreement at an interest rate (amortization rate) of 7.0 % per year.

25. **COMMISSION AND COMMISSION CREDIT**:
The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this Lease. 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. Since the first twelve (12) months of shell rent are fully abated, this credit begins with the seventh (7th) month as follows:

Seventh Month's Rental Payment $21,641.14 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Seventh Month's Rent.

Eight Month's Rental Payment $21,641.14 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Eight Month's Rent;

Ninth Month's Rental Payment $21,641.14 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Ninth Month's Rent;

Tenth Month's Rental Payment $21,641.14 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Tenth Month's Rent;

Eleventh Month's Rental Payment $21,641.14 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Eleventh Month's Rent.

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

Initials: _____ & _____
Lessor Government