

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE
6/2/2010

TO LEASE NO.
GS-09B-02196

ADDRESS OF PREMISES **FBI Building**
Southeast corner of 7th Street and Deer Valley Road
Phoenix, AZ 85024

THIS AGREEMENT, made and entered into this date by and between

The Ryan Companies US, Inc.
One North Central Avenue
Suite 1300

whose address is Phoenix, AZ 85004-4418

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective on the day the Government signs Supplement Lease Agreement Number 2, as follows:

Supplemental Lease Agreement Number 2, is issued to reflect a change Commission and Commission Credit.

Paragraph 30 of the lease contract is hereby deleted in it's entirety and replaced as follows:

"30. **COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of 5 % for lease years 1-5, 2.5% for lease years 6-10 and 1% for lease years 11-20 of the firm term value of this lease. The total amount of the lease term commission is \$3,594,454.00. The Lessor also agrees that the commission due to Broker from Optionor per the "Assignable Purchase Option" dated November 25, 2008 will be credited to the Lessor at the closing of the purchase and sale of the land and added to the Broker Commission and Commission Credit according to Contract GS-00P-05-BQD-0003 between Broker and GSA. The total amount of the land commission is \$224,306.50. The total commission from the lease and the land sale is \$3,818,760.50. 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 30% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$1,145,628.15. 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:

First Month's Rental Payment \$643,743.63 minus prorated Commission Credit of \$390,099.88 equals \$253,643.75 adjusted First Month's Rent

Second Month's Rental Payment \$643,743.63 minus prorated Commission Credit of \$390,099.88 equals \$253,643.75 adjusted Second Month's Rent.

Third Month's Rental Payment \$643,743.63 minus prorated Commission Credit of \$365,428.39 equals \$278,315.24 adjusted Third Month's Rent."

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 above date.

LESSOR Ryan Companies US, Inc
BY [Signature]
(Signature)
IN PRESENCE OF Mary K. McSowne
(Signature)

JP
(Title)
ONE N. CENTRAL AV., #1300, PHOENIX, AZ 85004
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY [Signature]
DEBORAH D. ORKOWSKI
(Signature)

6.2.10
Contracting Officer
(Official Title)