

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 13
	TO LEASE NO. GS-09B-02854 BLDG NO. AZ8316
ADDRESS OF PREMISES: 4475 South Coach Drive Tucson, AZ 85714-3419	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **Archway II, LLC**

whose address is: 6161 Syracuse Way #330, Greenwood Village, CO 80111-4755
 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 correct the Commission and Commission Credit.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows::

Paragraph 22 is hereby deleted in its entirety and replaced with the following:

22. **COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] percent 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] percent 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 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully

This Lease Amendment contains {2} pages.

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: [REDACTED]
 Name: MARK E. ARCHWAY
 Title: MANAGING MEMBER
 Entity Name: ARCHWAY II LLC
 Date: 6.10.2013

FOR THE

[REDACTED]
 Signature: [REDACTED]
 Name: JERIN WINSCHER
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Phoenix
 Date: 6/10/13

WITNESSED FOR

[REDACTED]
 Signature: [REDACTED]
 Name: VAN C. KAY
 Title: MANAGING MEMBER
 Date: 6/10/2013

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:

Fifth Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rental payment.

Sixth Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rental payment.

Seventh Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rental payment.

Eighth Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent payment.

INITIALS: MA & edw
LESSOR GOVT