

**CITY CLERK
ORIGINAL**

**C-10111
06/23/2015**

**PROPERTY MANAGEMENT AGREEMENT FOR
THE BANK OF AMERICA PLAZA
& THE PROMENADE AT PALMAIRE Between**

City of Glendale

and

MODE Real Estate Management Services

This PROPERTY MANAGEMENT AGREEMENT FOR THE BANK OF AMERICA PLAZA & THE PROMENADE AT PALMAIRE ("Agreement") is entered into and effective as of June 23, 2015, between the City of Glendale, an Arizona municipal corporation ("City") and MODE Real Estate Management Services, an Arizona limited liability company ("Company").

Recitals

I.

City is the owner of real property known as the The Bank of America Plaza building located at 5800 West Glenn Drive ("Office Space"), and the street level retail component of the Bank of America Plaza parking garage, known as "The Promenade at Palmaire," located at 5835 West Palmaire Avenue ("Street Retail"), both in Glendale, Arizona 85301, collectively referred to as the "Property" and all as described in the attached Exhibit A; and

II.

Company is a licensed real estate broker under the applicable laws of the State of Arizona and is in the business of managing properties; and

III.

Company desires to accept work as an independent contractor for the compensation and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, City and Company hereby agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Scope of Work. City hereby contracts with Company to lease, manage, repair and maintain the Property as described in Solicitation No. 15-06 (Exhibit B) and the Company's response to the solicitation (Exhibit C), all as attached and incorporated herein. Company agrees to perform all services required for the compensation and duration, and subject to the terms and conditions, as set forth in this Agreement. Any inconsistency between Exhibits B and C and this Agreement will be resolved by the terms and conditions in this Agreement.

1.2 Term. Unless sooner terminated as provided herein, the term of this Agreement commences on the effective date stated above and will continue for a period of (1) year thereafter. The City may, at its option and with the approval of Company, extend the term of this Agreement an additional five (5) years, renewable on an annual basis. City's Material

Manager will notify Company of City's intention to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original period. Price adjustments will only be considered during renewal. Upon termination of this Agreement all obligations or rights of the Parties expire except for accrued rights and obligations as of the termination date and any others as may be specifically stated under this Agreement.

ARTICLE 2 DUTIES AND OBLIGATIONS OF COMPANY

2.1 General. Subject to the approval rights of the City or its employee acting as Property Manager ("Property Manager") as set forth in this Agreement, Company shall provide normal and customary property management services for the Property. Company's obligations shall include the specific duties set forth in this Agreement.

2.2 Standard for Performance by Company. Company shall use diligent professional efforts to perform the services required hereunder.

2.3 Specific Services.

2.3.1 Record-Keeping. Company shall maintain, at its Arizona office, accurate books of account and records of transactions relating to the Property as are customarily maintained by managers of similar property, using generally-accepted accounting principles as defined by the Governmental Accounting Standards Board, and as may otherwise be reasonably required by City under this Agreement. Records shall include originals or copies of invoices, receipts, warranties, and all correspondence and other related informational materials. Company shall make records available to City, its accountants and other agents for inspection at Company's place of business at any time during reasonable business hours. The Company or its accountants or other agents shall duplicate and forward to the City any materials requested by the City and applicable to this Agreement.

2.3.2 Collection and Deposit of Funds, Operating Accounts. Company shall take all action reasonably required to collect rents, utility payments and other funds payable under tenant leases on their respective due dates. Monthly collections and other monies received or collected by Company with respect to this Agreement, including tenants' security deposits, must be deposited within three (3) business days into an interest-bearing checking account ("Operating Account") with a federally-insured banking institution, licensed in Arizona, under the name of the Company but "for City of Glendale." Expenditures that Company is authorized to make by the terms of this Agreement, or by other written authorization of City, will be paid from the Operating Account. The interest accrued in the Operating Account belongs to the City, although the Operating Account is owned by Company and will be opened using Company's tax identification number. Company is not authorized to accept third party checks or cash.

2.3.3 Other Reports. Company will promptly provide to Property Manager any reports, records and documents relating to the Property as Property Manager may from time to time request. Company shall promptly comply with written instructions given by Property

Manager concerning the specific form or content of reports, records or documents. Additional reports, records and documents may include an inventory of equipment, furniture and other personal property of City located on the Property, salary schedules, competition surveys, rent schedules, forms and brochures utilized for the Property, service contracts, leasing status reports, tenant improvement work-in-progress reports, and tenant profile reports.

2.3.4 Leasing. Company shall use diligent efforts to secure new tenants and renew, relocate and/or expand the premises, as appropriate, of existing tenants in the Property. Company may negotiate leases for the Property or any part, including renewals and expansions. However, the form and substance of all leases shall not vary from the Master Lease, as or as may be approved by City Council. Property Manager must approve the identity of individual tenants prior to the execution of any lease, renewal or expansion. Variations to the Master Lease, and any amendment or expansion to an existing lease, may require formal action of the City Council of Glendale at a regularly scheduled City Council meeting, and Company shall inform prospective and existing tenants of City requirements and timing during negotiation.

2.3.5 Reserved Parking Space Rental. On behalf of the City, Company is authorized to enter into parking agreements; collect rents; coordinate the issuance, deployment and termination of parking access cards; and maintain records regarding monthly rental of the access-controlled parking spaces on the lower level of the parking garage structure of which The Promenade at Palmaire is a part. Rental of these spaces is not limited to tenants of the Property, but is open to anyone who is willing to enter into an agreement and pay the monthly rental fee. Company has no maintenance responsibilities for these parking spaces or the basement area of the parking garage in which these spaces are located.

2.3.6 Lease Enforcement. Company shall take preliminary actions to terminate tenancies by signing and serving notices and taking all actions necessary or appropriate. No tenancies will be finally terminated without approval of Property Manager. Company will promptly notify Property Manager of any tenants delinquent in rent or other fees and charges that are due and payable by tenant.

2.3.7 Construction Management. When construction on the Property is necessary, Company shall notify the City in writing. Upon request by Property Manager, Company will serve as construction manager for construction at the Property. Construction management, for the purposes of this Agreement means planning, coordinating and overseeing construction projects, in whole or in part, as a representative of the City. Construction management includes, but is not limited to, scheduling and coordinating design of the project; selecting, hiring and overseeing specialty trade contractors; ensuring the safety of employees and the general public; and overseeing the quality and timeliness of the construction. Company will not act as, nor considered to be, a contractor unless specifically requested by City to provide construction services. Company will coordinate the services of the contractors engaged to perform construction work at the Property. In connection with authorized construction work, Company may:

(a) Provide prospective or renewing tenants with space planning services, including, without limitation, by preparing working drawings, to the extent Company reasonably believes those types of services would attract or retain tenants and the expenses are included in the City's budget for the operation and maintenance of the Property ("Approved Budget"); and

(b) Arrange for routine or minor capital improvements for the Property in accordance with the Approved Budget; and

(c) Upon the written request or with the written approval of Property Manager, arrange for major capital improvements for the Property.

2.3.8 Repairs and Maintenance. Company will arrange for and supervise all repairs, replacements, alterations, additions, improvements, decorations and maintenance (Collectively "Repairs") on the Property that are included in the Approved Budget. The Repairs include repairs of any personal property located on the Property and owned or held as security by City. Company will not incur any expenditure not in the Approved Budget without the prior written approval of Property Manager, except where, in the reasonable opinion of Company, an emergency necessitates the expenditure. In emergency, Company will obtain at least a prior verbal approval from Property Manager.

2.3.9 Competitive Bids. Except for vendors who have a current service contract with the City or for the Property, Company will obtain at least three quotations from qualified contractors and vendors for any expenditure up to \$50,000. All expenditures over \$10,000 must be based on three written quotations. All expenditures over \$50,000 must be made by the City in compliance with its formal purchasing procedure, set forth in Glendale City Code, Chapter 2, Article V. The City may require Company to provide evidence that Company's vendors are current service contractors or that appropriate competitive quotations were obtained in compliance with the City's purchasing ordinance.

2.3.10 Customary Services. Unless City makes other arrangements, Company will contract for all services to tenants that are customarily rendered in connection with the operation of real property (hereinafter referred to as "Customary Services"). Contracts will be in the name of the City; however, Company shall administer and enforce all contracts entered under authority of this Agreement. Customary Services include, but are not limited to, parking management, which are limited to the rental of, with no associated maintenance responsibilities for, the access-controlled reserved parking spaces on the lower level of the parking structure at a monthly rate approved by the City; janitorial services; landscaping service; security and guard services; air conditioning maintenance services; and storage and warehousing. All Customary Services must be managed in a prudent business manner including the making and preservation of all records and accounts pertaining to the services. All independent contractors engaged to perform Customary Services pursuant to this Agreement must carry policies of insurance with limits of not less than \$1,000,000 for each of Commercial Automobile Liability Insurance and Commercial General Liability Insurance coverage, plus the statutory minimum for Workers' Compensation Insurance and Employees'

Liability coverage. Company has the duty in the absence of the request, to promptly provide, or cause to be provided, evidence of insurance to the City. Company has the responsibility to request, monitor and maintain current independent contractor certificates of insurance naming the City as an additional insured on commercial auto and general liability policies.

2.3.11 Governmental Requirements. Company shall advise the City of any notices from governmental authorities relating to the Property within twenty-four (24) hours of receipt. At the request of City, Company will take any actions necessary to ensure compliance with governmental requirements.

2.3.12 Employees. Company will employ, or require any entity under its control to employ, as many employees as Company considers necessary or appropriate to fulfill its duties under this Agreement. Employee expenses not reflected in the Approved Budget are not authorized without prior written approval by the City. All persons engaged by Company pursuant to this Agreement are considered employees of Company and not of City. Company shall: (a) pay all wages and other benefits payable to its employees; (b) maintain adequate payroll records for all of its employees; (c) remit to the proper governmental authorities all required income and social security withholding taxes, unemployment insurance payments, workers' compensation payments and any other amounts with respect to wages and other benefits payable to such employees as may be required under applicable laws, together in each case with all required reports or other filings, and (d) obtain, maintain and administer all medical, disability and other insurance and other fringe benefits as may be required by law. Company shall ensure that all employees who handle funds are bonded by a fidelity bond in an amount sufficient to cover all loss or theft of funds.

2.3.13 Office. Company shall maintain an office within the State of Arizona for the coordination, supervision and performance of Company's duties and responsibilities under this Agreement.

2.3.14 Rules and Regulations. Company shall make any necessary or appropriate rules and regulations for the operation of the Property. However, no rules or regulations will be effective until approved by the Property Manager.

2.3.15 Advertising and Public Relations. Company will place newspaper advertisements, radio or television spots or other media advertising which Company believes is appropriate for the effective marketing of the Property. All advertising and promotional contracts will adhere strictly to the Approved Budget unless the Property Manager otherwise specifically consents in writing. Upon request of the Property Manager, Company shall provide copies or other proof of the advertising efforts employed by Company relative to the Property. Company shall also, at the City's request, cooperate with the City for events and promotional activities in the downtown Glendale area that may affect the tenants or the Property.

ARTICLE 3 BUDGET

3.1 Compliance with Budget. All activities of Company performed under this Agreement will be performed in substantial compliance with the Approved Budget.

3.2 Property Budget. On or before December 15 of each year of this Agreement, Company shall submit to the City, for approval, a proposed budget for the Property ("Property Budget") for the upcoming City fiscal year, which runs from July 1 through June 30. The Property Budget will be in form and content as Property Manager may require and detail all costs, fees and expenses Company expects to incur in the performance of this Agreement for the upcoming fiscal year. The total Property Budget may not exceed the total Approved Budget.

3.3 Approval of Budget(s). Property Manager may approve or disapprove the submitted Property Budget, which must be in the form of and contain the substance required by the Property Manager, within ten (10) business days after Property Manager's receipt of the Property Budget. If the Property Manager disapproves the Property Budget, Company will continue to perform its obligations under this Agreement, and Property Manager and Company agree to use their best efforts to reach agreement on a Property Budget.

ARTICLE 4 BOOKS, RECORDS AND ACCOUNTS

4.1 Operating Account.

4.1.1 Advanced Funds. The City will formally advance to Company an amount estimated to fund two (2) months of normal operations and maintenance, to be held and used by Company until its final billing to the City for services, pursuant to Article 4.2.4. Any interest earned on this advance belongs to City.

4.1.2 Unusual Expenses. The parties understand that from time to time unusual business expenses will be incurred. Company may request additional funding from City accompanied by submittal of detailed documentation explaining the request. The Property Manager will approve all reasonable requests and ensure that appropriate funds are advanced to Company.

4.1.3 Month-End Accounting. Within twenty (20) business days following the end of each month, Company will submit to City an itemized accounting of the month just ended. Only expenditures actually incurred and paid out, along with that month's property management fee, will be included in the accounting. The itemized report will be categorized by Company's check number or, if an electronic payment, bank's assigned transaction number, within the same categories as used in the Property Budget. In addition, a comparison of contract-to-date expenditures and management fees to contract-to-date budget totals, including dollar and percentage variances, will be provided to the Property Manager by Company. On request and selection of the Property Manager, Company will submit the corresponding detail for the

indicated expenditures submitted on the billing. The supporting detail request may include copies of actual expense allocations, reconciled bank statements, paid invoices, or payroll registers. Along with the accounting, Company will submit to City payment representing the net cash flow for the month just ended, along with any excise tax collected on behalf of the City.

4.1.4 City Approval. Within ten (10) business days following receipt of Company's itemized accounting, Property Manager will notify Company of City's approval of Company's properly prepared and approved report of the prior month or, if not approved, the reason(s) for non-approval and a request for correction or clarification.

4.1.5 Final Accounting. When Company submits its final accounting under this Agreement, Company will close the Operating Account and include in its remittance to the City any remaining balance in the Operating Account.

4.2 Periodic Accounting and Reports.

4.2.1 Monthly Reports. On or before the twentieth (20th) business day of each calendar month during the term of this Agreement, Company shall deliver to Property Manager an Income and Expense Report, in form satisfactory to the Property Manager, reflecting: (a) all new leases executed during the preceding calendar month, their terms, the monthly rental, separately itemizing any last month's prepaid rentals and security deposit(s) paid; (b) gross rentals collected during the preceding calendar month; (c) status of security deposits of record; (d) all expenses paid during the preceding month; (e) all leases under which the tenant is more than thirty (30) calendar days in arrears in the payment of rent or any other payment or under which the tenant is otherwise in default, specifying the amount of a monetary default and the nature of any non-monetary default; and (f) any other information as City may from time to time may reasonably require. The report shall include a written explanation of material deviations from the Property Budget.

4.2.2 Annual and Final Accounting. On or before August 31st of each year, Company will prepare and deliver to the Property Manager an accounting of security deposits and all revenue from all sources, separately categorized, if known to Company, and all costs, fees and expenses paid or incurred by Company under this Agreement for the preceding fiscal year. Within sixty (60) calendar days after the expiration of or earlier termination of this Agreement, Company will prepare and deliver to Property Manager an accounting of security deposits and all revenue from all sources, separately categorized, if known to Company, and all costs, fees and expenses paid or incurred by Company under this Agreement for the account of the City during the term of this Agreement. The final accounting will include detail as the Property Manager may reasonably require.

4.2.3 Certification and/or Audit of Annual and Final Accounting. The annual and final accounting required by Section 4.2.2 hereof shall be certified by an

authorized officer of Company, and, if requested by City, be audited by an independent certified public accountant approved by City. The costs, fees and expenses of any independent audit required pursuant to this Section constitute an operating expense under this Agreement.

4.2.4 Reporting Formats. The reports required by this Section 4.2 shall be in the applicable format specified by Property Manager, subject to changes as the Property Manager may from time to time request.

ARTICLE 5 COMPENSATION TO COMPANY

5.1 Property Management. Each month, City shall pay to Company a fee equal to three percent (3.0%) of the gross monthly rents collected for the Office Space or One thousand and eight hundred dollars (\$1,800.00), whichever is more, plus nine hundred dollars (\$900.00).

5.2 Leasing. The City grants Company an Exclusive Authorization to Lease for the term of this Agreement, including any extensions, giving Company the exclusive right to negotiate leases of the Property at rental prices and upon terms and conditions acceptable to the Property Manager. Company has exclusive right to place its sign(s) on the Property. Property Manager will refer all inquiries to Company. Company will receive commissions for leases in accordance with the following:

5.2.1 Office Space Leasing Commission. If a new tenant satisfactory to the Property Manager is procured for the Office Space who is ready, willing and able to lease the property on terms acceptable to the Property Manager prior to the expiration of this Agreement or any extension, whether procured by Company, City employee or anyone else, City will pay Company a leasing commission equal to five percent (5%) of the gross rent payable for the non-cancelable term for leases negotiated and executed. If tenant is represented by another Broker, the commission will be increased by one percent (1%) to facilitate a commission split between the Broker and Company.

5.2.2 Street Retail Leasing Commission. If a new tenant satisfactory to the Property Manager is procured for the Street Retail who is ready, willing and able to lease the property on terms acceptable to the Property Manager prior to the expiration of this Agreement or any extension, whether procured by Company, City employee or anyone else, City will pay Company a leasing commission equal to the greater of six percent (6%) of the gross rent payable for the term of the lease or \$6.00 per square foot of leased space, excluding corridor area.

5.2.3 Catlin Court/Historic Downtown Commission. If (a) a tenant satisfactory to the Property Manager is procured for the Street Retail who is ready, willing and able to lease the property on terms acceptable to the Property Manager prior to the expiration of this Agreement or any extension, whether procured by Company, City employee or anyone else; and (b) the tenant is an existing legal business operating within Catlin Court or Historic Downtown

Glendale; and (c) tenant's relocation to the Street Retail is determined by Property Manager to represent an expansion of the existing Catlin Court or Historic Downtown Glendale business, City will pay Company a leasing commission equal to five percent (5%) of the gross rent payable for the term of the lease.

5.2.4 Renewal Commission. If an existing Office Space or Street Retail tenant executes a renewal or expansion of an existing lease, City will pay Company a leasing commission equal to one-half (1/2) of the commission that would be due and payable if a new tenant were procured for the same term and square footage. No increase in commission will be paid for existing tenants claiming representation by another Broker.

5.2.5 Commission Under Expiration/Termination. If, within ninety (90) calendar days after expiration of this Agreement or any extension, the City consummates a lease with any person or entity with whom Company has negotiated or to whom marketing information has been submitted by Company prior to expiration or extension, in an effort to effect a lease of the Property, and whose name appears on any list for that purpose which Company has mailed to the Property Manager at any time within ten (10) calendar days immediately following the expiration of extension.

5.3 Other Fees. On occasion, market conditions may warrant additional fees to a procuring cooperating broker. Variances will be based on extenuating circumstances such as the proposed lease rate, quality of tenant, term of lease, and occupancy rate at the Property at the time of lease. Any variance must be justified to and pre-approved on a case-by-case basis by Property Manager.

5.4 When Commissions Due. Commissions are earned and payable following mutual lease execution and upon presentation of a statement by Company to Property Manager.

5.5 Conflicting Terms. If the Company requires the execution of its standard Exclusive Authorization to Lease form, City will cooperate with its execution. However, any conflicts between the terms of this Agreement and the terms of the standard form, will be controlled by this Agreement.

5.6 Construction Management. Upon Property Manager approval Company will receive a construction management fee equal to two percent (2%) of the cost of tenant improvements and the cost of capital improvements which are directly coordinated and supervised by Company.

5.7 General Contractor. Property Manager may request in writing, if the Company is otherwise qualified, that Company act as City's general contractor. If Company acts as City's general contractor City will pay Company for its services an amount equal to a market rate percentage of the total cost of each construction project. Prior to performing any services as City's general contractor Company will agree in writing on a construction budget for the proposed alterations or construction and an estimate of the general contractor's fee, including reimbursement for general conditions.

ARTICLE 6
INDEMNIFICATION, INSURANCE AND DISCLOSURES

6.1 Indemnification. Company shall indemnify, defend, save and hold harmless the City of Glendale and its departments, officers, officials, agents, and employees (hereinafter referred to as "City") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Company or any of its owners, officers, directors, agents, employees or contractors (sub-contractors), company's or sub-company's, arising out of or related to Company's management, operation, occupancy and use of the Leased Premises. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Company from and against any and all claims. The parties agree that Company will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Leased Premises, the Company agrees to waive all rights of subrogation for the management, operation, use and occupancy of the Leased Premises, the Company agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Leased Premises.

6.2 City's Liability Insurance. City will self-insure or maintain commercial general liability insurance with respect to the Property having an aggregate limit of not less than \$10,000,000.

6.3 Company's Insurance. Company shall, at its own expense, secure and maintain the following insurance from insurers licensed to do business in the state in which the Property is located and which have a rating of not less than A-, as reported in the most recent edition of *Best's Insurance Reports*, in forms acceptable to City:

6.3.1 Commercial General Liability Insurance. Commercial general liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and in the aggregate; and insurance shall include, but not be limited to the following coverages: Premises and Operations coverage with X, C and U exclusions deleted, if applicable, Owner's and Contractor's Protective coverage, Broad Form Contractual Liability coverage including both oral and written contracts; Personal Injury coverage; Broad Form Property Damage coverage, including completed operations; Products and Completed Operations coverage; an endorsement naming City and its affiliates as additional insureds; and an endorsement affording thirty (30) calendar days advance written notice of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment of premium.

6.3.2 Errors and Omissions. Errors and omissions insurance in the amount of \$1,000,000. Insurance shall be maintained at all times during Company's performance under this Agreement. If insurance is on a claims made basis, it shall be maintained at all times during Company's performance under this Agreement; for a period of five (5) years following termination of this Agreement; and shall have a retroactive date of inception prior to or coinciding with the effective date of this Agreement.

6.3.3 Commercial Auto Liability Insurance. Commercial automobile liability insurance on an occurrence basis in the amount of \$1,000,000 combined single limit; and including the following coverages: owned autos; hired or borrowed autos; non-owned autos; an endorsement naming City and its affiliates as additional insureds; and affording thirty (30) calendar days written notice of cancellation to City in the event of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment of premium.

6.3.4 Workers' Compensation. Workers' Compensation insurance complying with all applicable laws and employers' liability insurance affording thirty (30) calendar days written notice of cancellation to City in the event of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment of premium. The employers' liability insurance will have the following coverage limits:

Bodily Injury by Accident: Bodily	\$500,000 each accident
Injury by Disease: Bodily Injury by	\$500,000 policy limit
Disease:	\$500,000 each employee

6.3.5 Production of Policies. Company shall deliver to City written evidence of the insurance coverages required in this Section 6.4, including the required endorsements. Company will also provide City with evidence thirty (30) calendar days prior to the expiration of any coverage required, that Company has renewed or replaced the insurance coverages required under this section. City's failure, at any time, to object to Company's failure to provide the specified insurance or written evidence, either as to the type or amount of such insurance, is not considered a waiver of Company's obligations under this section. If Company fails to secure and maintain the required insurance, City may, but is not required, to secure coverage for Company, upon ten (10) calendar days written notice to Company of City to do so, in which case City may either (a) deduct the premium costs for such insurance from funds otherwise owed to Company under this Agreement, or (b) charge Company for premium costs incurred by City.

6.3.6 No Limitation. The insurance requirements in this section do not in any way limit, in either scope or amount, the indemnification obligations separately owed by Company to City under this Agreement. Company shall name the City as an additional insured on the Commercial General and Commercial Automobile insurance policies. The insurance shall provide a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

6.4 Contractors' and Subcontractors' Insurance. Unless expressly waived in writing by City, Company shall require that each contractor and subcontractor brought onto the Property have insurance coverage at the contractor's or subcontractor's expense, as follows:

6.4.1 Workers' Compensation. Workers' compensation insurance complying with all applicable laws and employers' liability insurance having the following minimum coverage limits:

Bodily Injury by Accident:	\$500,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$500,000 each employee

6.4.2 Commercial General Liability Insurance. General liability insurance in an amount equal to at least \$1,000,000 each occurrence combined single limit for bodily injury and/or property damage written on an occurrence form and including, but not limited to, the following coverages: Premises and Operations coverage with X, C and U exclusions deleted, if applicable; Broad Form Contractual coverage, including both oral and written contracts; Personal Injury coverage; Broad Form Property Damage coverage; and Products and Completed Operations coverage.

6.4.3 Commercial Auto Liability Insurance. Commercial automobile liability insurance on an occurrence basis in an amount equal to at least \$1,000,000 combined single limit; and including the following coverages: Owned autos; hired or borrowed autos; and non-owned autos.

6.4.4 Errors and Omissions. If a contractor or subcontractor is providing professional services for which such insurance is available, errors and omissions (or professional liability) insurance in an amount equal to the greater of (a) the insurance currently maintained by such contractor or subcontractor, or (b) \$1,000,000. Insurance shall be maintained at all times during such contractor's or subcontractor's performance under the applicable contract. If insurance is on a claims made basis it shall: be maintained at all times during such contractor's or subcontractor's performance under the applicable contract and for a period of five (5) years following termination of such contract; and shall have a retroactive date of inception prior to or coinciding with the effective date of this Agreement.

6.4.5 Production of Policies. All policies required under this Section 6.5 shall include a provision affording thirty (30) calendar days advance written notice of cancellation, modification or non-renewal of coverage and ten (10) calendar days advance written notice of cancellation of coverage for non-payment. General liability and automobile liability policies shall include an endorsement naming City and Company as additional insureds. Prior to the commencement of any work by any contractor or subcontractor, Company shall obtain and maintain on file certificates of insurance and additional insured endorsements naming the City and evidencing compliance with the requirements of this Section 6.5. City's failure, at any time, to object to Company's failure to provide the specified insurance or written evidence of coverage, either as to the type or amount of insurance, is not a waiver of Company's obligations under this section.

6.5 Status of Company. Company and City acknowledge that Company is acting under this Agreement solely as an independent contractor and not as a partner, joint venturer or employee of City. Company acknowledges that Company has no authority to act for or bind or obligate City in any manner whatsoever, except to the extent expressly provided under this Agreement or otherwise specifically authorized in writing by City.

6.6 Potential Dual Agency Disclosure. City may use Company, through its associate agents and a separate Listing Agreement, for the sale or leasing of the Property. In doing so, City acknowledges being informed and understanding that the associate agents of

Company may, from time to time, represent prospective buyers or tenants ("Acquiror") as clients, and may enter into written agreements to serve as the exclusive agent of an Acquiror for the purpose of investigating, showing and negotiating for the purchase and or lease of real estate. City understands that in this situation certain conflicts may arise because both City and Acquiror are represented by an agent(s) of Company, and both parties will have different interests to protect in the negotiation process. City consents to a dual agency situation only upon the condition that Company will not disclose confidential information except with the written authorization of a party. The foregoing statement does not relieve Company or its associate agents of their obligation to disclose all known facts which may materially and adversely affect the consideration to be paid by any party to a transaction, to exercise reasonable skill and care in the performance of their duties, and to deal honestly and fairly with all parties to a transaction.

ARTICLE 7 TERMINATION OF AGREEMENT

7.1 Termination for Cause. Upon the occurrence of an act, event or omission that constitutes Cause (as hereinafter defined), City may terminate this Agreement. If City elects to terminate this Agreement, City shall deliver written notice (the "Election Notice") of the election within thirty (30) calendar days after City is aware of the occurrence of the act, event or omission constituting Cause, including the lapse of any applicable notice and cure periods. The Election Notice must specify the date upon which this Agreement will terminate, which date is determined by City in its sole and absolute discretion. Upon termination, neither Party may exercise any further rights or obligations under this Agreement, except for accrued rights and obligations as of the date of termination, including, without limitation, the payment to Company of all fees provided for in this Agreement which have accrued prior to the date of such termination. As used in this Agreement, the term "Cause" means (a) the assignment by Company, directly or indirectly, whether voluntarily, involuntarily or by operation of law, of any of its rights or obligations under this Agreement without the prior written consent of City, or (b) the occurrence of bankruptcy, insolvency, reorganization or other debtor-relief case or proceeding under any federal or state insolvency or debtor-relief law, whether now existing or later enacted or amended, with respect to Company, or (c) a theft, embezzlement, defalcation or other act or omission constituting willful misconduct or gross negligence of Company, or (d) any material breach or failure of performance by Company under any provision of this Agreement, which breach or failure of performance Company fails to cure to the reasonable satisfaction of City within thirty (30) calendar days after written notice from City or, if the breach or failure cannot reasonably be cured within thirty (30) calendar days, within ninety (90) calendar days after written notice, Company commences to cure the default within the initial thirty (30) calendar day period and thereafter diligently prosecutes the cure to completion.

7.2 Termination Not for Cause. City and Company may each terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party for any reason other than for reasons of Cause. Upon the effective date of the notice, this Agreement will terminate and neither Party may exercise any further rights or obligations under this Agreement, except for accrued rights and obligations as of the date of the termination and the obligation of City for payment to Company of all fees provided for in this Agreement which have accrued prior to the date of termination.

7.3 Effect of Termination. Upon the effective date of termination this Agreement will terminate and neither Party may exercise any further rights or obligations under this Agreement, except for (a) accrued rights and obligations as of the date of the termination and the payment to Company of all fees provided for in this Agreement which have accrued prior to the date of termination, (b) any continuing obligations either Party may have under the terms of this Agreement, and (c) where the termination is for Cause, any rights and remedies, if any, which the terminating Party may have by reason of the other Party's breach.

ARTICLES MISCELLANEOUS

8.1 Notices. All notices under this Agreement must be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by Federal Express or other reputable overnight air courier to the addresses below and are effective upon actual receipt. Any notice, demand or request received on a business day after 5:00 p.m. Mountain Standard Time or on a non-business day is considered to be received upon the next succeeding business day. Any Party may change its address for notices from time to time by giving written notice of the change to the other Party in accordance with this Section 8.1. Addresses of the Parties as of the date of execution of this Agreement are as follows:

City: City of Glendale
5850 West Glendale Avenue, Suite 315
Glendale, Arizona, 85301
Attn: Property Manager

with a copy to: City of Glendale
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301
Attn: City Attorney

Company: MODE Real Estate Management Services
4414 North Civic Center Plaza, #100
Scottsdale, Arizona 85251
Attn: Patricia L. Hartley, President

with a copy to:

Jonathan Rosenberg
4414 North Civic Center Plaza, #100
Scottsdale, Arizona 85251
Attn: Statutory Agent

8.2 Entire Agreement. This Agreement contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Agreement. Neither this Agreement nor any of its provisions may be changed, waived, altered or modified, except by written instrument signed by the Party against whom the enforcement of the change, waiver, discharge or termination is sought. The failure of either Party to enforce at any time, or for any period of time, any provision of this Agreement will not operate to waive that provision.

8.3 Attorneys' Fees. If litigation is commenced between the Parties or their representatives or if any Party institutes any proceeding in a bankruptcy or similar court which has jurisdiction over any other Party or any or all of its property or assets concerning any provision of this Agreement or the rights and duties of any person or entity in relation to this Agreement, the Party or Parties prevailing in the litigation are entitled, in addition to any other relief as may be granted, to a reasonable sum for attorneys' fees and court costs as determined by the court in the litigation or in a separate action brought for that purpose.

8.4 Severability. In the event that any provision of this Agreement is held invalid or unenforceable, the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

8.5 Survival of Rights. This Agreement is binding upon and inures to the benefit of the Parties and to their respective permitted successors and assigns.

8.6 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by another Party in the performance of its obligations under this Agreement will operate as a consent or waiver to or of any other breach or default in the performance by the other Party of the same or any other obligations of the other Party. Failure on the part of a Party to complain of any act or failure to act of another Party or to declare the other Party in default, irrespective of how long the failure continues, does not constitute a waiver by the Party of its rights under this Agreement. The giving of consent by a Party in any one instance does not limit or waive the necessity to obtain a Party's consent in any future instance.

8.7 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, include all other genders and the singular includes the plural and vice versa. Titles of Articles, Sections and Subsections are for convenience only, and do not limit nor amplify the provisions of this Agreement. The use of the word "including," when following any general statement, term or matter, will not be construed to limit

the statement, term or matter to the specific terms or matters set forth immediately following the word or to similar items or matters, whether or not nonlimiting language, such as "without limitation," or "but not limited to," or words of similar import, is used, but rather will be considered to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general statement, term or matter.

8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one and the same Agreement.

8.9 Survival of Indemnity Obligations. Any indemnity obligations of the Parties survive termination of this Agreement.

8.10 Captions. Any captions to, or headings of, the articles, sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties and will not be used in the interpretation or determination of validity of any provision of this Agreement.

8.11 Governing Law. This Agreement will be construed in accordance with and governed by the laws and the decisions of the courts of the State of Arizona.

8.12 Further Assurances. Each Party shall, from time to time, perform additional acts and execute and deliver any further instruments as the other Party or its legal counsel may reasonably request to effectuate the intent of this Agreement.

8.13 Nondiscrimination. Company agrees and obligates itself not to discriminate during the performance of this Agreement against any employee or applicant for employment because of the employee's or applicant's race, color, religion, sex, national origin or physical handicap. All contracts awarded as a result of this Agreement must contain the same nondiscrimination clause.

8.14 Amendment. This Agreement may be amended or modified only by written agreement executed by City and Company.

8.15 Subcontracts with Affiliates. Company is not authorized to enter into any contracts, subcontracts or other agreements with any affiliate of Company unless the prior written consent of City is first obtained, which consent City agrees it will not unreasonably withhold if the terms of the proposed Affiliate contract are comparable to that of other qualified contractors and if the Affiliate has experience competitive with the experience of other comparable contractors. For purposes of this Section 8.15, "Affiliate" means any person who (a) is directly or indirectly controlling, controlled by or under common control with Company, or (b) owns or controls 10% or more of the outstanding securities of Company, or (c) is an officer, director or general partner of Company, or (d) is an officer, director, general

partner, trustee or holder of 10% or more of the voting securities of Company. "Person" includes any individual, partnership, joint venture, corporation, association, joint stock company, trust, unincorporated organization or other legal entity.

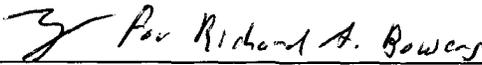
8.16 Construction. Each Party acknowledges that it and any legal counsel have or have had the opportunity to review and comment on this Agreement and that any rule of construction that resolves ambiguities against the drafting Party will not be employed in the interpretation of this Agreement or in any of its amendments or exhibits.

8.17 Time of Essence. Time is of the essence of and each and every provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

City:

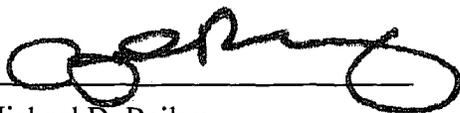
City of Glendale, an Arizona municipal corporation



Richard A. Bowers Date
Acting City Manager

APPROVED AS TO FORM:

ATTEST:



Michael D. Bailey
City Attorney



Pam Hanna
City Clerk

SEAL

Company:

MODE Real Estate Management Services, LLC



Patricia L. Hartley Date
President

EXHIBIT A

EXHIBIT A
PROPERTY DESCRIPTION

A 56,387 square foot office building, known as the Bank of America Plaza, located at 5800 West Glenn Drive, Glendale, Arizona 85301, and the 12,217 square foot street level retail component, known as The Promenade at Paltaire, of the parking structure located at 5835 West Paltaire Avenue, Glendale, Arizona 85301, situated on the real property legally described as:

Lots 1 through 20, inclusive, Block 11, AMENDED PLAT OF GLENDALE, recorded in Book 2 of Maps, page 49, and all those certain abandoned alleys in Block 11, AMENDED PLAT OF GLENDALE, recorded in Book 2 of Maps, page 49, records of Maricopa County, Arizona, as abandoned by Ordinance recorded in Document No. 85-320427, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1;

THENCE Southerly along the Easterly line of said Block 11 to the Southeast corner of Lot 5;

THENCE Westerly along the Southerly line of said Block 11 to the Southwest corner of Lot 16;

THENCE Northerly along the Westerly line of said Block 11 to the Northwest corner of said Lot 20;

THENCE Easterly along the Northerly line of said Block 11 to the Northeast corner of said Lot 1 and the POINT OF BEGINNING.

All of said Lots referenced above being included in said Block 11.

EXHIBIT B
RFP 15-06 PROPERTY MANAGEMENT SERVICES

(attached)



CITY OF GLENDALE

MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: 15-06
DESCRIPTION: PROPERTY MANAGEMENT SERVICES
OFFER DUE DATE AND TIME: AUGUST 14, 2014 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the specified location below until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Submittal Location: City of Glendale
Attn: Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO READ CAREFULLY THE ENTIRE SOLICITATION.

For questions regarding the RFP contact:
Elmer Garcia, CPPB
Contract Analyst
(623) 930-2866
egarcia1@glendaleaz.com

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CITY OF GLENDALE
Materials Management

Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

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SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

1.1 INTRODUCTION

1.1.1 The City of Glendale invites sealed proposals from firms or individuals to provide property management services for two (2) related city-owned properties and associated reserved parking.

1.1.2 The properties, located in downtown Glendale, are referred to as:

1.1.2.1 Bank of America Plaza Building, 5800 W. Glenn Dr., Glendale, Arizona. This is a 3-story, 56,387 square foot full service office building with a current occupancy rate of forty point forty-three percent (40.43%);

1.1.2.2 Promenade at Paltaire, 5835 W. Paltaire Ave., Glendale, Arizona. This is a street level 12,217 square foot retail component of a city-owned public parking garage with a current occupancy rate of one hundred percent (100%); and

1.1.2.3 The office space and the street level retail are collectively referred to herein as the "Property". The basement level parking spaces are referred to as "Reserved Parking".

1.1.3 The City anticipates selection of the management firm by September 2014; with contract negotiations completed and award of a professional services agreement to occur in October.

1.2 SCOPE

1.2.1 The selected firm shall be expected to work with the interim management company whose current contract expires on October 31, 2014. The firm selected must be capable of completing a smooth transition that will not affect the operations of the buildings or disturb existing tenants.

1.2.2 Information provided by the City in connection with this Request For Proposal is believed correct, but all Offerors should perform their own investigation of the project and independently confirm any information provided by the City.

1.2.3 The offeror shall provide the City of Glendale with a complete and detailed plan for the management of the Property, to include accounting procedures, maintenance functions and customer service provided to the tenants.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

1.2.4 The selected firm (“Manager”) shall be willing to enter into a mutually agreeable professional services agreement. No reimbursements will be made for any costs incurred prior to a formal Notice to Proceed. The City also reserves the right to reject any and all proposals and re-solicit or cancel this procurement if deemed to be in the best interest of the City.

1.3 SPECIFICATIONS

1.3.1 The services required shall include, but not be limited to:

1.3.2 Record Keeping – Manager shall maintain accurate books of account and records of transactions relating to the property as are customarily maintained by managers of similar properties, using generally accepted accounting principals as defined by the Governmental Accounting Standards Board, and as may be reasonably required by the City.

1.3.3 Collection and Deposit of Funds – Manager shall take all action reasonably required to collect rents, utility payments and other funds payable under tenant leases on their respective due dates, and deposit said rents, payments and funds in a timely manner (within three business days).

1.3.4 Reports – Manager shall, in a timely manner, provide monthly reports, and other records and documents relating to the property as the City may request from time to time. Such reports shall be presented in detail sufficient to identify clearly to which portion(s) of the Properties the revenues and expenses are attributed.

1.3.5 Leasing – Manager shall use diligent efforts to secure new tenants and renew, relocate and expand the existing tenants.

1.3.6 Reserved Parking Space Rental – Manager shall enter into parking agreements; collect rents; coordinate the issuance, deployment and termination of parking access cards; and maintain records regarding monthly rental of the access-controlled parking spaces on the lower level of the parking garage structure of which The Promenade at Palmaire is a part. Manager shall not be responsible for any maintenance of the Reserved Parking.

1.3.7 Lease Enforcement – Manager shall, with City’s written approval, terminate tenancies by signing and serving such notices and taking such actions as are deemed appropriate and necessary.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

- 1.3.8 Construction Management – Manager shall be called upon by the City to arrange for routine or capital improvements to the Property. Manager shall also act, at the City’s request, as construction manager for tenant improvements.
- 1.3.9 Repairs and Maintenance – Manager shall arrange for and supervise all repairs, replacements, alterations, additions, improvements and maintenance of the Property that are included in the approved budget.
- 1.3.10 Competitive Bids – Except for vendors with a current service contract, Manager shall obtain at least three quotations from qualified contractors and vendors for services up to \$50,000.00. Any services exceeding \$50,000.00 will be made in compliance with the Glendale City Code, Chapter 2, Article V. City may request documentation from Manager that contractors under current service contracts were obtained in compliance with the City’s Purchasing Ordinance.
- 1.3.11 Customary Services – Manager shall contract for all customary services including, but not limited to, janitorial services, landscaping services, security services, warehousing and storage, and air conditioning maintenance. Parking management of the Property is limited to leasing 137 non-public, lower level spaces (“Reserved Parking”), with no maintenance responsibilities associated therewith.
- 1.3.12 Governmental Requirements – Manager shall notify the City of any notices from governmental agencies within 24 hours of receipt.
- 1.3.13 Employees – Manager shall employ, or cause an entity under its control to employ, such staff as necessary to fulfill its duties.
- 1.3.14 Office – Manager shall maintain an office within the State of Arizona, preferably within the Phoenix Metropolitan area.
- 1.3.15 Advertising and Public Relations – Manager shall be responsible for any advertisements relating to the leasing of the Property. Manager shall, at the City’s request, cooperate with the City for events and promotional activities in the downtown area that may affect tenants or the building.
- 1.3.16 Budget – Manager shall prepare and have approved by the City an annual budget prior to the end of each calendar year for the upcoming fiscal year (July 1 – June 30). Unless otherwise authorized, Manager shall conduct its responsibilities within the approved budget.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

1.3.17 Accounting and Audit – Manager shall prepare annual accounting reports in form and content satisfactory to the City and cooperate with annual audits by an independent certified public accountant.

1.4 SUBMISSION REQUIREMENTS

1.4.1 **SUMMARY OF FIRM:** Describe the Offeror's resources, capabilities, and the number of years in business. Include firm's direct experience on management of similar properties, as well as anticipated staff members necessary to take care of the property and resumes of key staff members.

1.4.2 **TECHNICAL APPROACH:** Describe your firm's understanding and approach to managing the Property. Describe the methods used by the firm to ensure accuracy and coordination of the tasks requested within this scope. Attach any documents that may highlight firm's experience.

1.4.3 **SUBCONTRACTORS:** A list of any anticipated subcontractors that will actively participate in management of the building along with an explanation of relative experience and key personnel.

1.4.4 **FEES:** Provide a breakdown of anticipated monthly charges in Section 4.0, Price Sheet. Include a fee schedule based on percentages and how they are calculated and a flat monthly fee as well as any extra costs that may be included in monthly management fees. It is important that you supply figures calculated both ways for comparison reasons.

1.4.5 **REFERENCES:** Submit a list of three references including company name, contact person, address, relevant project, current phone number and email address. Supplementary letters of recommendation are welcome but do not take the place of this requirement.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One (1) original and three (3) copies of the proposal response and one (1) flash drive or CD-ROM containing all original documents shall be submitted. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided.

The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Proposal Evaluation Requirements section of this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Contractor's proposal.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail."

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

2.3.1 OFFER SHEET, Section 3.0

2.3.2 PRICE SHEET, Section 4.0

2.3.3 SOLICITATION ADDENDUM, (if applicable).

2.3.4 SPECIFICATIONS AND ADDITIONAL SUBMISSION REQUIREMENTS,
Section 1.0 and 2.0.

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

2.5 EVALUATION CRITERIA The criteria is listed in order of relative importance.

2.5.1 CAPABILITIES OF FIRM AND STAFF..... (40%)
Refer to Section 1.4.1 and 1.4.3

2.5.2 METHOD OF APPROACH TO PROJECT.....(25%)
Refer to Section 1.4.2

2.5.3 COST.....(25%)
Refer to Sections 1.4.4 and 4.0

2.5.4 REFERENCES.....(10%)
Refer to Section 1.4.5

2.6 EVALUATION PANEL Submittals will be evaluated by an evaluation panel. Award shall be made to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the City.

2.7 PANEL CONTACT Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

2.8 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.9 FOB POINT Prices quoted shall be FOB destination to: City of Glendale, AZ

2.10 TERM OF AGREEMENT The term of agreement for this RFP shall be for a one-year initial period.

2.11 OPTION TO EXTEND The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional five (5) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

2.12 EVALUATION LITERATURE Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

2.13 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City of Glendale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. **The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.**

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

2.13 INSURANCE (continued) Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Ste. 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Contractor(s) Protective Bodily Injury	\$1,000,000 each occurrence
Contractor(s) Protective Property damage	\$500,000 each accident
Contractual Bodily Injury	\$500,000 aggregate
Contractual property damage	\$1,000,000 each occurrence
Contractual property damage	\$500,000 each accident
Contractual property damage	\$500,000 aggregate
Professional liability	\$1,000,000 each occurrence
Automobile bodily injury & property damage	\$1,000,000 each occurrence

2.14 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

2.16 PERMITS AND LICENSES The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the business. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

2.17 DISCUSSIONS The City reserves the right to conduct discussions with Contractors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

2.18 CONTRACT NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Contractors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Contractors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

2.19 ADDITIONS OF SERVICE The City, along with the agreement of the Contractor, may request additional or similar services in the future. If this occurs, the Contractor will be requested to submit a negotiable price quotation for the additional services.

2.20 PUBLIC RECORD All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

2.21 CONFIDENTIAL INFORMATION The City of Glendale is obligated to abide by all public information laws. If a Contractor believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the Contractor submits a formal written objection.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

2.22 CERTIFICATION By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

- 2.22.1 The submission of the offer did not involve collusion or other anti-competitive practices.
- 2.22.2 The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- 2.22.3 The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- 2.22.4 The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

2.23 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

2.24 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

**SECTION THREE
OFFER SHEET**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES**

3.0 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other offerors or potential bidders.

Authorized Signature	Title
Printed Name of Authorized Signature	Company Email Address
Company's Legal Name	City, State & Zip code
Address	Email Address
Telephone Number	Authorized Signature

For questions regarding this offer: (If different from above)

Contact Name	Phone Number	Fax Number
---------------------	---------------------	-------------------

Contact Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Bidder certifies it is a: Proprietorship Partnership Corporation

Minority or woman-owned business: Yes No

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES**

4.0 PRICE SHEET

Property Management Services		
Item No.	Description	Fees
4.1	Property Management Fee as per Specifications Property Location: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ	\$ _____ Flat Fee Per Month OR _____ % of Gross Monthly Rents Collected whichever is greater
4.2	Property Management Fee as per Specifications Property Location: Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	\$ _____ Flat Fee Per Month

Leasing Services		
Item No.	Description	Fees
4.3	Leasing Fee for NEW LEASES as per Specifications Property Locations: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	_____ % of Gross Income of the Lease Agreement
4.4	Leasing Fee for LEASE RENEWALS as per Specifications Property Locations: Bank of America Plaza Building	_____ % of Gross Income of the Lease Agreement

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES**

	5800 W. Glenn Dr., Glendale, AZ	
	Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	

Construction Management Services		
Item No.	Description	Fees
4.5	Construction Management Services Fee as per Specifications Property Locations: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ	_____ % of the Total Cost of the Construction Contract

4.6 **TAX AMOUNT** Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

4.7 **DELIVERY** All services shall be performed in accordance with the Specifications.

Company Name: _____

EXHIBIT C
COMPANY'S RESPONSE TO SOLICIATION

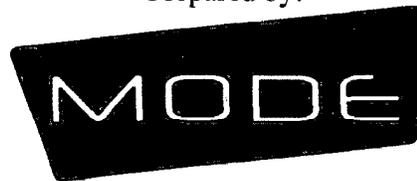
(attached)

CITY OF GLENDALE REQUEST FOR PROPOSAL

SOLICITATION NUMBER

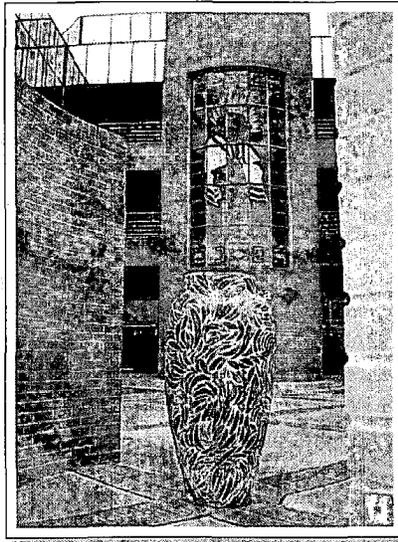
15-06

Prepared by:



Real Estate Management Services

MODE Real Estate Management Services, LLC
An Arizona Limited Liability Company



August 14, 2014

MODE REAL ESTATE MANAGEMENT SERVICES, LLC an Arizona Limited Liability Company
4414 N. Civic Center Plaza, Suite 100 • Scottsdale, AZ 85251
Phone 480-294-6009 • Fax 480-941-5900
phartley@modecommercial.com
www.modecommercial.com

RFP #15-06

OFFER PACKAGE

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SECTION FOUR
PRICE SHEET

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

4.0 PRICE SHEET

Property Management Services		
Item No.	Description	Fees
4.1	Property Management Fees as Per Specification Property Location: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301	\$1,800.00 Flat Fee Per Month OR 3% of Gross Monthly Rents Collected whichever is greater
4.2	Property Management Fees as Per Specification Property Location: Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ 85301	\$900.00 Flat Fee Per Month
Leasing Services		
Item No.	Description	Fees
4.3	Leasing Fee for NEW LEASES as per Specification Property Location: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301 Promenade at Palmaire 5835 W. Palmaire Ave., Glendal AZ 85301	For new leases, the fee shall be as follows: 5% of gross income of the lease agreement 6% of gross income of the lease agreement, should an outside broker be involved in the transaction(s) The greater of 6% of the net aggregate of collected rents or \$6.00 per square foot.

SECTION FOUR
PRICE SHEET

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

4.0

PRICE SHEET

Leasing Services		
Item No.	Description	Fees
4.4	<p>Leasing Fee for LEASE RENEWALS as per Specification</p> <p>Property Location:</p> <p>Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301</p> <p>Promenade at Palmaire 5835 W. Palmaire Ave., Glendal AZ85301</p>	<p>All lease renewals will be performed by the Property manager and charged 3% commission. We feel that by allowing the Property Manager to handle the lease renewals directly with the Tenants, it gives the Manager ongoing incentive to keep the Tenants happy and content throughout the lease term. Also, all lease renewal negotiations are started approximately 12 months in advance of the lease termination date.</p>

SECTION FOUR
PRICE SHEET

CITY OF GLENDALE
Materials Management
Solicitation Number: 15-06
PROPERTY MANAGEMENT SERVICES

4.0 PRICE SHEET

Leasing Services

Item No.	Description	Fees
4.5	Construction Management Services Fee as per Specifications Property Locations: Bank of America Plaza Building 5800 W. Glenn Dr., Glendale, AZ 85301 Promenade at Palmaire 5835 W. Palmaire Ave., Glendale, AZ 85301	2% of the total Cost of Construction Contract

4.6 TAX AMOUNT Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not tax into consideration.

4.7 DELIVERY All services shall be performed in accordance with the Specifications.

4.8 OTHER Other Costs Associated with Management of the Project
Other costs that may be associated with management of the Project, but not limited to are: mileage, check stock and postage. Parking Structure – no charge

Company Name: MODE Real Estate Management Services, LLC

RFP #15-06

1.4.1 SUMMARY OF FIRM

Table of Contents

- Property Management Services, qualifications, years in business
- Resources and Organizations
- Similar Properties under Management
 - Commercial Office
 - Retail
- Leasing Services and qualifications
- Marketing methods
- Sample Marketing Flyers
- Staff and Key Personnel, Resumes

RFP #15-06

MODE Real Estate Management Services, LLC

1.4.1 SUMMARY OF FIRM

— Property Management Services, Qualifications, Years in Business —

MODE Real Estate Management Services, LLC (MODE) is a commercial property management company working in conjunction with Levrose Real Estate, which has been operating since 1992 in the Greater Phoenix metropolitan area.

MODE Real Estate Management Services is dedicated to providing superior commercial property management services. MODE and Levrose work hand-in-hand with clients to help stabilize buildings, increase property values and position an asset to align with owners' short and long-term investment objectives. We work to uncover hidden costs, increase efficiencies and improve the quality of tenant services while working with the sense of pride and ownership we take.

Our time-honored process has been tested and proven to provide innovative, professional, proactive and personal service at the most competitive cost. Our solution-based management of each individual property enables the MODE Real Estate Management team to minimize operating expenses while maximizing values.

MODE is proud to offer the following quality services:

- Full Service Accounting, including Rent Collection, Accounts Payable, Financial Reporting, Operating Expense Reconciliations and many other Owner reports
- Full service leasing
- Full service Maintenance Staff, 24/7 response and emergency services
- MODE Tenant Retention Program™
- Administration and Enforcement of Leases
- Lease Renewals
- Tenant Expansion
- Continuous Owner Communication and Updates
- Tenant Correspondence
- Quality & Cost Control
- Maintenance, tracking programs, preventative maintenance program
- Oversight of Vendors
- Coordination of all capital improvements
- Utility Cost Savings & Efficiency
- Site Inspections and Annual Detailed Report
- Market Reports
- Risk Management
- Budget Preparation
- Monthly Reporting in detail, including Executive Summary & Variance Report
- Web-Based Maintenance Request Forms and Communication
- Yardi Property Management & Accounting Software (one of the best in the industry)
- Parking management

— *Resources And Organizations* —

Our resources include membership in BOMA Phoenix (Building Owners and Managers Association), IREM (Institute of Real Estate Managers), AZ CREW (Commercial Real Estate Women), and Costar Commercial Real Estate Group.

As members of the local BOMA Chapter, our resources are unlimited with professional building vendors, subcontractors, general contractors, education and networking. BOMA assists members with a sophisticated network that includes professional publications, educational programs and expert advice from successful building managers internationally. BOMA promotes the interests of the commercial real estate industry through effective leadership and advocacy, through the collection of analysis and dissemination of information and through professional development.

As members of The Institute of Real Estate Management), IREM is an international community of real estate managers dedicated to ethical business practices, maximizing the value of investment real estate, and promoting superior management through education and information sharing. For 80 years, IREM has set the standard for best practices in real estate management

As members of AZ CREW, we reap the benefits of opportunities to enhance the leadership rolls of our staff. AZ CREW offers MODE educational opportunities, powerful networking in the marketplace and timely information that impacts our real estate decisions. It serves as a forum for establishing the relationships necessary for personal & professional growth.

As subscribers to Costar, we have full access to the top commercial real estate information company in the United States. It provides us with up to date market knowledge as well as detailed property and tenant information.

— *Similar Properties Under Management* —

MODE's current property management of similar buildings includes almost 1,000,000 square feet of office, medical space and retail space.

Several buildings currently managed and leased by MODE and Levrose Real Estate are:

<u>Building/Location</u>	<u>Description</u>
COMMERCIAL OFFICE	
<p>48 Piedmont Place 9633 South 48th Street Phoenix, AZ <i>Managed and Leased</i></p>	<p>Class A, 2-story, full-service office building with 24-hour security surveillance, energy management system, 2 elevators and mag-lock access system Size: 64,926 square feet Tenant Mix: Professional - Engineering Firm, CPA, Brokerage Company, Government Comptroller's Office Financial Firms</p>
<p>North Central Avenue 5225 North Central Avenue Phoenix, AZ <i>Managed and Leased</i></p>	<p>Class A one-story office building, full service with 24-hour security monitoring and surveillance services & mag-lock access. High-end marble finishes, luxurious wall covering and artwork. system, located in heart of Central Phoenix/Camelback corridor. Tenant Mix: Attorneys, insurance, accounting firm, dentist</p>
<p>Bk of America/Merrill Lynch 23350 North Pima Road Scottsdale, AZ and 10 year lease.</p>	<p>Class A, stand-alone building with single tenant. Recently renewed lease with major upgrades to Premises Size: 10,555 square feet Tenant Mix: Merrill Lynch - Single tenant - institutional</p>
<p>Scottsdale Airpark Plaza 13430 North Scottsdale Road Scottsdale, AZ <i>Managed and Leased</i></p>	<p>Class B, 3-story, full-service office building with 70 underground parking spaces, 1 elevator, 24-hour video surveillance and day porter. Size: 37,718 square feet Tenant Mix: Professional - Boys & Girls Club of Scottsdale, Attorneys, Accountants, Financial Advisors, General Contractors</p>
<p>Shea & Tatum 4530 E. Shea Blvd. Phoenix, AZ <i>Managed and Leased</i></p>	<p>Class A, 1-story, full-service office building with 105 underground parking spaces, 24-hour video surveillance and day porter and full maintenance staff. Size: 41,248 square feet Tenant Mix: Professional Attorneys, Accountants, Dentists, Hospitality</p>

— *Similar Properties Under Management* —

MODE's current property management of similar buildings includes almost 1,000,000 square feet of office, medical space and retail space.

Several buildings currently managed and leased by MODE and Levrose Real Estate are:

<u>Building/Location</u>	<u>Description</u>
RETAIL	
3939 E. Campbell Road 3939 E. Campbell Road Phoenix, AZ	Upscale retail & restaurant located in the historic post office in Arcadia. Special care is taken to maintain this unique 100% occupied property. Size: 8,369 square feet Tenant Mix: Postino Wine Bar & Café, Upscale architect & design firm,
550 West Bell Road Retail Center 550 W. Bell Road Phoenix, AZ	Neighborhood retail center, NNN leases, well-maintained, 100% occupied Size: 12,020 square feet Tenant Mix: Samurai Sam's, Hollywood Video, Leslie's Pools
5890 W. Thunderbird Road 5890 W. Thunderbird Road Glendale, AZ	Neighborhood retail center, NNN leases well-maintained, 100% occupied Size: 8,285 square feet Tenant Mix: Einstein Bagels, Blockbuster

— *Leasing Services and Qualifications* —

MODE's sister company is Levrose Real Estate, a leader in local commercial and retail brokerage. Levrose is MODE's leasing division and is well-established in the community, currently handling the brokerage of over 200 commercial office and retail buildings. With 10 full-time brokers and over 100 combined years of experience, Levrose is a solid resource for all areas of brokerage including:

- Leasing
- Acquisitions and dispositions
- Marketing
- Financial Analysis
- Sales

The MODE and Levrose in-house leasing teams will further tour the Bank of America Plaza and The Promenade at Palmyra to understand the Property and its competitive position.

The teams will develop leasing guidelines, if not already determined by The City of Glendale, and discuss leasing strategies with the Property Manager and City of Glendale. To approach prospective Tenants, the marketing and leasing teams will work with the Landlord to obtain the following appropriate available information and prepare printed pieces:

- ▶ Site plans
- ▶ Aerial photos
- ▶ Building elevations
- ▶ Footprint by floor of the building
- ▶ Vacant Suite layouts
- ▶ Space measurements of both rentable and usable square feet
- ▶ Standard lease agreement
- ▶ Minimum and maximum terms
- ▶ Proposed rental structure
- ▶ Proposed leasehold allowance schedule
- ▶ Use restrictions
- ▶ Professional flyers with description of amenities associated with the Building
- ▶ Tenant services

Since 1992, LevRose Real Estate has been a full service real estate company servicing Scottsdale and the Greater Phoenix area. We provide services for commercial leasing, sales and commercial property management. LevRose handles the leasing, sales and/or management of over 200 commercial properties encompassing over three million square feet of office and retail space within the Greater Phoenix and Scottsdale areas. Our team is dedicated to providing our clients with the highest level of service through industry knowledge of the marketplace. Our goal is to represent you, our client, in a professional manner while maintaining high expectations and standards for our performance.

— *Leasing Services and Qualifications* —

COMBINED TEAM EXPERIENCE

- Over 5,000 commercial leases
- Over 500 building sales
- Over 5,000,000 SF of completed leases
- Over 100 years of combined experience

RECOGNITION

- Ranked one of America's fastest growing private companies by Inc. 5000 (2013)
- Power Broker "Top 20 Brokerage Firms" by the CoStar Group & Commercial Property News
- "Top 25 Commercial Brokerage," by The Business Journal of Phoenix (1997-2014)
- "Top 10 Small Commercial Brokerage Firms," by Ranking Arizona, The Best of Arizona Business (2005-2014)
- Book of Lists for 2011-2014 Business Journal

MARKETING STRATEGY

Traditional marketing strategies alone are not enough. We employ creative marketing methods designed to identify Buyers & Tenants in the target markets, and then contact them with a proactive outbound marketing campaign.

TARGET MARKET

1. Owner/users who are currently renting space in the local area.
2. Tenants who are currently renting space in the local area.
3. Redevelopers who have a proved track record for successful adaptive-reuse projects locally, nationally, or internationally.

ONLINE MARKETING

Your property will be placed on the LevRose Commercial Real Estate Website, TCN Worldwide Website, CoStar.com and LoopNet.com, allowing your property to be viewed by prospective tenants and brokers 24/7.

Levrose.com

In 2012, the Levrose website has received an average of 40,816 hits per month.

CoStar.com

LevRose Commercial Real Estate is one of the very few Metro-Phoenix Commercial Real Estate Brokerages that features the full CoStar Suite – including CoStar Tenant – which allows Agent to search for Tenants occupying specific amounts of leasehold space, in a specific geographic area, and to determine when their lease will be expiring. LevRose also has the use of CoStar Analytics, which tracks vacancy rates and absorption trends within specific submarkets of Metro-Phoenix. CoStar is the #1 Commercial Real Estate Platform in the Nation, featuring over 10,500,000,000 total available SF, and approximately 1.5 million total listings in the United States and United Kingdom.

TCN Worldwide (www.tcnworldwide.com & www.tcnlistings.com)

LevRose Commercial Real Estate is the Phoenix affiliate of TCN Worldwide: A consortium of networked independent national & international commercial real estate firms, which provides for complete, integrated real estate solutions domestically and across the globe. With approximately \$31.9 billion in annual transactions and

— *Leasing Services and Qualifications* —

over 80 million square feet of space under management, TCN Worldwide ranks as one of the largest service providers in the industry. TCN Listings is the investment portion of their website showcasing specific featured properties to a database of over 15,000 investors and industry professionals.

LoopNet.com

LevRose Commercial Real Estate is a Premium Member of LoopNet.com: A web-based national multiple listing system with an excess of 4,000,000 subscribers. Your property will receive a Premium Listing on LoopNet.com, allowing your property to be seen by Basic LoopNet visitors (who have not purchased a membership). LoopNet also allows agent to track the number of inquiries on your property, and a methods for following up with those prospects.

MARKETING FLYER

A multi-page, full-color flyer containing all of the information regarding the project will be created. The flyer will include property information, pricing, photos, floor plans, etc., used for email requests and general marketing purposes.

TARGETED EMAIL CAMPAIGNS UTILIZING LEVROSE EMAIL DATABASE

The timely establishment of a targeted, regularly-scheduled, email-blast of your property, which will be sent to over 4,617 commercial real estate Agents & Brokers in the Greater Phoenix area (as of July 2014). The email-blast will contain a link to the Property Brochure (a PDF Flyer), links to Floor Plans, Property Information, Pricing, Contact Information, and a link to the LevRose Website where additional Property Information may be found.

BUILDING SIGNAGE

Signage will be strategically placed on the property for maximum exposure. Agent is open to discussing creative, non-traditional, building signage with Owner and LevRose Designated Broker..

SCANNING LOCAL / NATIONAL / & INTERNATIONAL MEDIA FOR PROSPECTS

Agent will scan local, national, international media on a daily basis looking for prospects in the target markets. Such information sources include The Phoenix Business Journal, Business Real Estate Weekly (the BREW), an numerous other electronic commercial real estate newsletters to which the Agent is subscribed. When prospects are located, Agent will reach out to those prospects via phone and/or email to see if they, or someone they know, have interest in your Property.

BROKER OPEN HOUSE(S)

If Owner is willing to sponsor a Broker Open House, Agent is willing to plan and execute a Broker Open House at the property in order to inform the Commercial Brokerage Community about this unique opportunity.

REAL TIME UPDATES ON AGENT ACTIVITY

Effective Owner & Agent communication during the Listing process meaningfully increases the chances a transaction will be completed in a shorter period of time. Agent will cc or bcc Owner on correspondence with potential Buyers and Tenants and call the Owner when a discussion is appropriate. Agent is available on cell phone seven (7) days a week.

— Sample Property Brochure —

DOWNTOWN GLENDALE OFFICE SPACE FOR LEASE

5800 W. Glenn Drive
Glendale, AZ 85301



FOR MORE INFORMATION CONTACT:

ZAK KOTLER
480.294.6008
zkotler@levrose.com

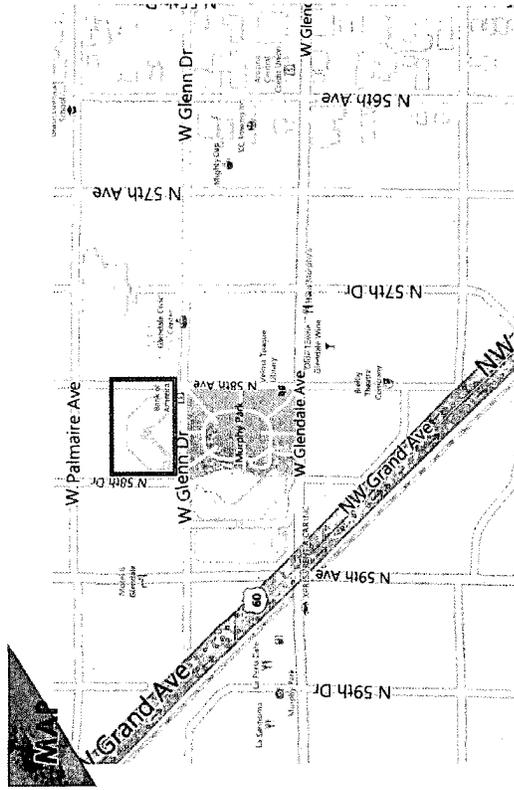
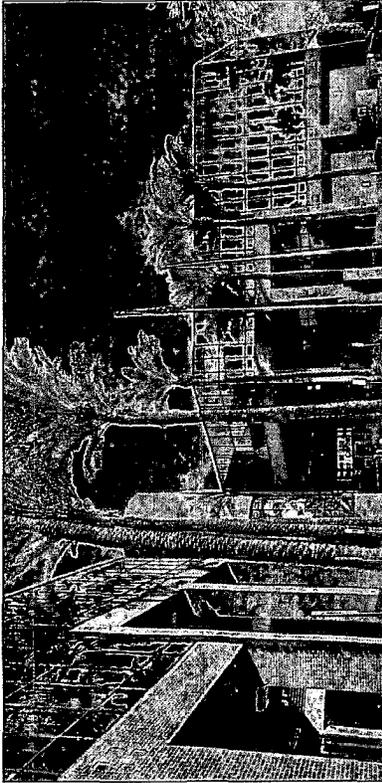
LEVROSE

COMMERCIAL REAL ESTATE



414 N. Civic Center Plaza, Suite 100
Scottsdale, AZ 85251
T 480-974-0600 | www.levrose.com

— Sample Property Brochure —



AVAILABILITY

LEASE RATE

Suite 150	± 4,977 SF	\$15.00/SF Full Service
Suite 200	± 9,567 SF	\$15.00/SF Full Service
Suite 253	± 1,398 SF	\$15.00/SF Full Service
Suite 255	± 2,002 SF	\$15.00/SF Full Service
Suite 300*	± 480 SF	\$15.00/SF Full Service
Suite 315/320 *	± 6,181 SF	\$15.00/SF Full Service
Suite 325*	± 1,047 SF	\$15.00/SF Full Service
Suite 330*	± 2,750 SF	\$15.00/SF Full Service
Suite 350	±10,751 SF	\$15.00/SF Full Service
Suite 360	± 1,000 SF	\$15.00/SF Full Service

* Suites 300 through 330 are contiguous to 10,458 SF

BUILDING FEATURES

- Office Space located in ±57,367 SF Downtown Glendale office building, across from Murphy Park
- Shops & Restaurants within walking distance
- Building is adjacent to a 600 space public parking structure - free
- Less than 5 miles from Westgate City Center, NFL (Cardinals) University of Phoenix Stadium and NHL (Coyotes) Jobing.com Arena
- Small town ambiance in the heart of AZ's 4th largest city
- 4.3 per 1,000 Parking Ratio

5300 W. GLENN DRIVE | GLENDALE, AZ 85301

FOR MORE INFORMATION CONTACT:

ZAK KOTLER
480.294.6003
zkotler@levrose.com

LEVROSE
COMMERCIAL REAL ESTATE



4414 N. Civic Center Plaza, Suite 100
Scottsdale, AZ 85251
T: 480.947.0600 | www.levrose.com

This information has been secured from sources believed to be reliable, but no representations or warranties are made, expressed or implied, as to the accuracy of the information. References to square footage are approximate. Buyer and tenant must verify the information and bears all risk for any inaccuracies. All quoted prices are subject to change without notice.

— *Staff and Key Personnel, Resumes* —

MODE currently has the staff necessary to manage this project for the City of Glendale. One Property Manager will be assigned to the project on a long-term basis. The Assistant Property Manager and Senior Accountant will also become directly involved in the day-to-day requirements for the successful oversight and support of the properties. We believe that consistency and continuity help to maintain the success of our portfolio.

Patty Hartley

President and Designated Broker of Mode Real Estate Management Services.

- Graduate of Mt. San Antonio College in Walnut, California
- 2003 winner of the prestigious BOMA International 'Building of the Year' award
- 2003 winner of local and regional TOBY 'Building of the Year' awards
- Previous Director of Real Estate for Healthcare Realty Trust, one of the largest REITS in the nation
- 20 years experience in commercial property management and leasing with documented successes in institutional and traditional property management throughout the country
- Current member of IREM, AZ CREW, BOMA, Chamber of Commerce

Jonathan Rosenberg

President/Co-Founder of Levrose Real Estate and Executive Vice President of MODE Real Estate Management Services, LLC

- Graduate of the University of Arizona in Tucson.
- Senior Property Manager and Leasing/Sales Associate for Omni Real Estate until 1992.
- Responsible for the property management and leasing of over one million square feet of office space and retail properties in Greater Phoenix and Tucson areas.
- Co-founded Levrose Real Estate in 1992 to handle commercial brokerage and property management in the Greater Phoenix market.
- He and Levrose have headed up the brokerage and management of hundreds of commercial properties throughout the greater Phoenix metropolitan area.

Robert I. Levine

CEO/Co-Founder of Levrose Real Estate and EVP of MODE Real Estate Management Services, LLC

- Graduate of Arizona State University in Tempe.
- Initially employed by a title insurance company where he received extensive training in real estate. Quickly promoted to branch manager and senior escrow officer for Minnesota Title.
- In 1985 began purchasing and developing commercial real estate projects
- 1985-1992 developed multiple office buildings in the Greater Phoenix area.
- Purchased, managed and improved commercial properties and co-founded Levrose in 1992

— *Staff and Key Personnel, Resumes* —

Zak Kottler

Senior Vice President of the Office Leasing/Sales Division of Levrose Real Estate

- Involved in commercial real estate since 2004
- Focus is primarily on Tenant/Buyer representation
- Successfully negotiated over 250 transactions since joining Levrose in 2007
- Member NAIOP (National Association of Industrial & Office Parks)
- CCIM Candidate
- Florida State University – majored in Real Estate & Finance

Synde Schiller

Senior Property Manager for MODE Real Estate Management Services, LLC

- Fifteen years of commercial property management experience.
- Prior to joining MODE in 2012, she was a Senior Property Manager with Colliers International
- Background includes the management of office, industrial, retail, and medical properties including the ASU Downtown Campus facility
- Has extensive knowledge of mechanical systems and the ability to assist property managers in making the most beneficial decisions regarding their building's performance. Has expertise in reducing building costs and maximizing clients' investments and has certifications in OSHA and is FEMA emergency certified.

Leslie Wagner

Property Manager for MODE Real Estate Management Services, LLC

- With Five years of commercial property management experience, Leslie joined MODE Real Estate Management Services in 2011
- Graduate of ASU with a degree in psychology.
- Experience with all lease and property categories including office, retail and industrial

Ken Kinsey

CPA, Property Management Director of Accounting MODE Real Estate Management Services, LLC & Levrose Real Estate

- Graduate of Amberton University in Dallas, TX, has Arizona CPA designation
- Previously controller for Southmark Syndication Group in Dallas with 365 Public & private Real Estate Partnerships
- Has been with MODE since December 2013
- Extensive knowledge in property management accounting, budgeting, CAM/Operating Expense Reconciliations along with property supervision, maintenance, resolution of tenant issues and property acquisitions.

— *Staff and Key Personnel, Resumes* —

Marni Seeton

Property Management Director of Maintenance Operations for MODE Real Estate Management Services

- Joined MODE in July 2013 for the newly created position of Maintenance Coordinator
- Marni has created a new department and is now the Director of Maintenance Operations coordinating 5 in-house building engineers and all vendor capital Improvements for MODE's 58 buildings under management
- Extensive knowledge in property maintenance operations, dispatching, OSHA training, accounting and customer service.

Joseph A. Boni

Branch Manager for Paragon Services, LLC

- Previously Director of Engineering for the University of Phoenix Stadium in Glendale
- Currently the Branch Manager of Engineering for Paragon, providing MODE Real Estate Management Services with quality Building Engineers, as well as training, education and resources for all of the Mode Real Estate Management buildings.
- As a consultant and authority for building operations, Joseph serves as a resource to analyze building operations, construction and development.

RFP #15-06

1.4.2 TECHNICAL APPROACH

Understanding and Approach to Managing the Property Methods Used by the Firm

Table of Contents

- Tenant Relations, Tenant Retention Program
- Owner Relations
- Tenant Survey
- Operations Management
- Building Maintenance
 - Sample Property Inspection Form (2 pages of 14 enclosed)
- Vendor Contracts – Process and Standards
 - Sample MODE Service Contract
 - Sample MODE Reserved Parking License Agreement
 - Sample Landscape Specifications (1 page of 5 enclosed)
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RFP #15-06

MODE Real Estate Management Services, LLC

1.4.2 TECHNICAL APPROACH

— *Tenant Relations* —

TENANT RETENTION PROGRAM™

An effective program designed to promote positive tenant relations is one of MODE's important responsibilities to its clients. While the immediate goal of such a Program is to develop cooperative and appreciative tenants, the underlying and most important objective is to retain tenants when their current leases expire. A successful effort results in uninterrupted income and reduced capital expenditures which, in turn, contributes to maintaining or enhancing value.

The MODE Tenant Retention Program™ will identify all Tenant Relations matters at a managed property. Mode has developed a distinctive program that will establish and promote our reputation in the area of tenant relation capabilities and performance.

The building owner, with assistance from the property manager, will select items from the MODE Tenant Retention Program™, which will be tailored to the requirements of the property, prior to finalizing the budget for the coming year.

Our basic objective is to make all tenants happy and satisfied. MODE recognizes that all efforts must first be made to eliminate the cause of any possible dissatisfaction. A careful effort must be made to correctly identify the causes and a program will be outlined to address them. Once the causes of any possible unhappiness or discontent are eliminated, work can begin to achieve the goal.

Because the cost of losing and then replacing a tenant can be so great, MODE's Management must do everything possible to retain them. The cost of an effective tenant retention program, which is an operating expense, is minor when compared to the costs and possible loss of value that can result without such a Program.

MODE has a list of over 100 tenant retention items to choose from, based upon the requirements of the Property, as well as the Budget.

ADDITIONAL TENANT RELATIONS INCLUDE:

- Coordinate all tenant move-ins and move-outs to eliminate unnecessary disruptions to tenants
- Meet all tenants on a monthly basis, at the minimum
- Respond rapidly and professionally to tenant requests
- Obtain approvals as needed, and as determined by common sense, in accordance with company's standard procedures and Management Agreement

— *Owner Relations* —

- Understand and comply with terms of the Management Agreement
- Respond rapidly to Owner's requests
- Prepare monthly and annual reports to Owners with assurances of accuracy and timeliness
- Coordinate meetings with Owners, prepare agenda, record minutes of the meetings and keep a file of the minutes
- Provide regular communication and updates of building activity and issues

— *Tenant Survey* —

2014 PROPERTY AND MANAGEMENT EVALUATION

Quality of tenant improvements

Excellent Good Average Fair Poor N/A

Timeliness of process

Excellent Good Average Fair Poor N/A

Please rate your overall satisfaction as a tenant:

Excellent Good Average Fair Poor N/A

BUILDING FEATURES

Please evaluate the quality of the building features:

Appearance and condition of lobbies, hallways, common areas, restrooms

Excellent Good Average Fair Poor N/A

Parking area accessibility and appearance

Excellent Good Average Fair Poor N/A

Technological capability

Excellent Good Average Fair Poor N/A

Exterior appearance

Excellent Good Average Fair Poor N/A

Interior lobby appearance

Excellent Good Average Fair Poor N/A

Common area appearance

Excellent Good Average Fair Poor N/A

Landscaping

Excellent Good Average Fair Poor N/A

Signage/directories

Excellent Good Average Fair Poor N/A

Elevator appearance/performance

Excellent Good Average Fair Poor N/A

— *Tenant Survey* —

PROPERTY MANAGEMENT

Please evaluate the quality of the property management services provided:

Overall satisfaction with management

Excellent Good Average Fair Poor N/A

Responsiveness to service calls

Excellent Good Average Fair Poor N/A

Professionalism/courtesy

Excellent Good Average Fair Poor N/A

Accessibility

Excellent Good Average Fair Poor N/A

Communication

Excellent Good Average Fair Poor N/A

Problem resolution

Excellent Good Average Fair Poor N/A

Accommodation of special requests

Excellent Good Average Fair Poor N/A

CLEANING SERVICE

Please evaluate the quality of the janitorial services provided:

Your suite's reception area

Excellent Good Average Fair Poor N/A

Your suite's restrooms

Excellent Good Average Fair Poor N/A

Is the level of cleaning in your suite what you expect?

Yes No

If not, has the property manager been responsive to your concerns?

Yes No

Trash disposal management

Excellent Good Average Fair Poor N/A

— *Tenant Survey* —

Lobby and public restrooms
 Excellent Good Average Fair Poor N/A

LEASING & TENANT IMPROVEMENTS

In the past 12 months, which of the following has your practice completed?
 Initial lease Renewal/Amendment Neither

Please rate the leasing and tenant improvement processes:

Leasing process - overall satisfaction
 Excellent Good Average Fair Poor N/A

Leasing - communication/responsiveness
 Excellent Good Average Fair Poor N/A

RENEWAL DECISION

What are your office's future space requirements at this location?
 More space Less space No change Moving out Unsure

If the renewal decision had to be made today, how likely would your office be to renew its lease?

- Definitely would
- Probably would
- Unsure
- Probably would not
- Definitely would not

Why? Select all that apply.

- Amenities
- Building upkeep
- Business circumstances
- Office relationship
- Length of lease
- Property location
- Employee parking
- Client parking
- Price
- Management services
- Quality of building
- Quality of cleaning
- Security
- Space requirements

— *Tenant Survey* —

Which of the following best describes your position within your office?

- Principal
- Office manager
- Administrator
- Other

Based on the building quality and services provided, how would you rate the value received for the amount you pay?

Excellent Good Average Fair Poor N/A

Are there any issues or concerns about which you would like immediate contact by the property manager? Yes No

How long does it typically take management to respond to non-emergency calls?

Other than for general announcements, how often does the property manager contact your office?

— *Tenant Survey* —

Would you recommend this building to other businesses? Yes No

What other businesses would you like to see in this building?

What additional amenities would you like to see in the building?

How can MODE Real Estate Management Services improve our services to you? Please describe.

— *Operations Management* —

The MODE Real Estate Management Services' Property Manager is responsible for the following major operations management:

- Perform all functions as prescribed in the Management Agreement for The Bank of America Plaza and The Promenade at Palmaire with particular care given to limits of authority and ownership notification requirements.
- Evaluate all building maintenance requirements and procedures, service contracts, equipment and products to ensure that the operation of the building is handled effectively and efficiently.
- Establish and maintain a preventative maintenance program.
- Evaluate and recommend capital expenditures program to best meet the needs of the City of Glendale and Tenants.
- Act responsibly and quickly to anticipate and resolve maintenance issues and tenant concerns
- Conduct and document routine and thorough inspections of the building. Take action to remedy any problem areas.
- Take adequate security measures to ensure the safety of tenants and building.
- Maintain warranty files.
- Supervise and administer all construction of newly leased areas if appropriate.
- Manage and mitigate risk by complying with all federal, state and local regulations.
- Advise and train all onsite staff, including vendors if appropriate, in service standards, risk management requirements and Management Agreement requirements. Ensure training and its documentation is timely and complete.
- Periodically evaluate vendors to assure quality control and make or recommend changes when necessary.
- Monitor building operations, maintain operating equipment and records or logs.

— *Building Maintenance* —

MODE Real Estate Management Services, LLC has both in-house maintenance and effective outsourced maintenance. Our maintenance staff ensures that the buildings are kept operational in a cost-effective manner. We strive to perform the tasks required to preserve the buildings, grounds, utilities, systems and equipment in their original condition or in such a condition that they can be effectively used for their intended purpose.

MODE contracts and supervises all customary services such as janitorial, landscaping, pest control, window washing, security services, HVAC, warehousing and storage, fire and life safety inspections, signage, roofing repairs, elevators, rubbish removal and any tenant improvement construction and/or capital improvements. We have in-house day porters and light maintenance personnel.

Our maintenance staff (both in-house and outsourced) is equipped and prepared for direct maintenance activities such as cleaning and grounds maintenance services, general maintenance, preventative maintenance, predictive maintenance, repair, replacement and renovation & improvement.

MODE out-sources the building engineering aspect to Paragon Engineering Services, which provides qualified and highly credentialed building engineers. MODE has the support of Paragon Services with monthly education programs provided by Joe Boni who is the educational instructor for IFMA and BOMI International. Through Paragon, MODE's staff attends the monthly OSHA Safety Training classes, as well as the additional monthly educational training series put on by BOMA.

BUILDING ENGINEERING and other maintenance services which are outsourced offer numerous benefits:

- Building Engineers are chosen by a joint effort of MODE and Paragon Engineering Services.
- MODE can focus on its core business and devote more time to management, strategic planning and income-generating tasks.
- Total operating costs can be reduced; maintenance expenses, inventory and the amount of support equipment is reduced, as well as administrative expenses for recruitment & training.
- Outsourcing allows greater productivity, higher quality and a greater responsiveness. Specialized and skilled staff combined with state-of-the-art equipment and materials translates to predictable results. Productivity is increased through streamlined procedures and the quality of work is enhanced through high performance standards.
- Specialized skills and services can be offered. Today's more technologically sophisticated buildings and legislation regarding environmental and safety issues have increased the need for building owners to rely on outside specialists

Attached please find 3 pages of a 14-page sample standard MODE Building Inspection Checklist, used by Maintenance and Property Management Staff.

— *Sample Property Inspection Form* —

INDEX

I. EXTERIOR

- A. Roof
- B. Building Exterior
- C. Garage/Parking Lot
- D. Grounds/Landscaping

II. INTERIOR

- A. Lobby
- B. Public Floor Areas
- C. Tenant Areas

III. MECHANICAL

- A. Engineers Shop
- B. Mechanical Central Plant
- C. Elevator Penthouse
- D. Fan Room

— Sample Property Inspection Form: Roof —

Estimate:



Corrective Action:

ROOF INSPECTION CHECKLIST

BLDG:	DATE:	ENGINEER:
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ROOF INSPECTION	YES	NO
A. SURFACE		
1. Trash Accumulation		
2. Pigeons		
3. Walkboards		
4. Roof Membrane		
5. Counter Flashing		
6. Roof Base Wall Flashing		
7. Breather Vents		
8. Pitch Pockets		

B. DETERIORATION		
1. Blisters		
2. Bare Spots		
3. Membrane Ridging		
4. Black Tar Patches		
5. Splits		
6. Drains		
7. Flag		

— Sample Property Inspection Form: Roof —

C. ADDITIONS PLACED ON ROOF	YES	NO
1. Airplane Warning Lights		
2. Window Washing Outriggers		
3. Antenna Installation		
4. Exposed Duct Work		
5. Package A/C Units/Supports		
6. Cooling Tower (Rust, Algae, etc)		
7. General Condition of Exterior Metal		
8. Cooling Tower Pan		
9. Excessive Water Bleeds, Loose Belts, Noisy Bearings		
10. Elevator Penthouse Doors, Walls, Steps		
11. Exposed Wiring		
12. Other Hazards		

COMMENTS/RECOMMENDATIONS

— *Vendor Contracts: Process And Standards* —

MODE performs an annual review of all out-sourced services and suppliers' contracts and performance . The MODE Property Manager determines which work, services and supplies must be subject to a re-bidding process. This is because MODE takes care to ensure that effort used to secure the best possible contract scope and price matches the goals of its clients and does not waste resources on items or processes that do not add value. Typically, most contract work is competitively bid to a minimum of three qualified providers.

MODE will supply vendor specifications for all bidding purposes. MODE's vendor contract, Parking License Agreement, Storage Agreement and other contracts and agreements can be tailored to suit the needs of the City, samples attached:

- Sample Service/Vendor Contract – Page 1 only
- Parking License Agreement – Page 1 only
- Janitorial Specifications – Page 1 only
- Landscape Specifications – 1 Page only
- Elevator Specifications – Page 1 only
- Security Specifications – All 7 Pages
- Window Washing Specifications

— *Sample Service/Vendor Contract* —**SERVICE CONTRACT**

THIS AGREEMENT, dated as of (insert date), by and between MODE Real Estate Management Services, LLC as managing agent for (insert entity name) (hereafter referred to as “Manager”), and (insert vendor name) (hereinafter referred to as “Contractor”).

WITNESSETH

WHEREAS, Manager desires to avail itself to the services of Contractor to provide (insert description of service) services for that certain property/project located at (insert property address), commonly known as (insert building name) (the “Property”) and Contractor is willing to so act,

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

1. **TERM**

Manager, on behalf of Owner, hereby engages Contractor as an independent contractor, to perform and provide (insert description of service) services hereinafter described commencing on (insert commencement date) and ending on (insert ending date). Manager may terminate this agreement at any time by giving Contractor thirty (30) days prior written notice of its election to terminate. Contractor may terminate this agreement by giving Manager written notice ninety (90) days prior to the one-year anniversary date of the commencement of this agreement, and at ninety (90) days prior to each anniversary date during the time which this agreement may remain in effect. Ninety (90) days prior to each anniversary date, Contractor shall give manager a proposal for the twelve (12) month period following said anniversary date.

2. **SERVICES TO BE PERFORMED AND CONSIDERATION**

General Services. Contractor agrees to perform the services for the Property on and in accordance with the schedule and in the manner specified in the specifications which are attached hereto as “Exhibit A” and made a part hereof by reference. Manager agrees to pay Contractor the following amounts (as outlined in “Exhibit A”):

(insert amount of payment)

— *Reserved Parking License Agreement* —

This Reserved Parking License Agreement (“Agreement”) is entered into this ____ day of _____ 2014 by and between MODE Real Estate Management Services, LLC, as agent for Building Owner, (“Licensor”) and Tenant (the “Licensee”).

As parties hereto, Licensor and Licensee agree as follows:

1. **Parking Space(s).** Licensor hereby grants permission to Licensee the right to use (1) one covered parking space(s) P62 as shown on Exhibit A attached hereto (the “Parking Spaces”) near the description office building located at address, City, Arizona 85258 (the “Building”) on the terms and conditions herein contained.

2. **Term.** The term of this Agreement shall commence on date, 2008, (the “Commencement Date”) and shall expire upon (a) the date of expiration or sooner termination of that certain Lease Agreement dated date, between Licensee and Licensor for space in the Building (the “Office Lease”), or (b) the effective date of termination of this Agreement pursuant to this Section 2, whichever occurs first. Notwithstanding the foregoing, either party may terminate this Agreement at any time by giving the other notice of its intent to so terminate, and such termination shall be effective on the last day of the month in which such notice is given. Licensee shall pay the License Fee (as defined in Section 3) through the effective date of such termination.

3. **License Fee.**

a.) Licensee shall pay Licensor a monthly license fee (“License Fee”) without deduction, setoff, prior notice or demand in the amount of thirty-five dollars (\$35.00) per space, for a total monthly payment of thirty-five dollars (\$35.00), plus any applicable sales tax, during the term of this Agreement. The License Fee shall increase by five percent (5%) per year on each anniversary of the Commencement Date.

b.) If unpaid, the License Fee shall become delinquent on the second day of the month in which it becomes due. Any delinquent License Fee shall automatically be subject to late charges equal to twenty percent (20%) of such unpaid License Fee and forfeiture of the Parking Space(s).

4. **Notices.** All notices between the parties shall be delivered as prescribed in the Office Lease, provided for purposes of this Agreement, Licensor may give notice to Licensee by telephone.

5. **Miscellaneous.**

a.) This Agreement does not create a lease or tenancy of any kind.

b.) Concerning Licensee’s use of the Parking Space(s), Licensor shall not be responsible for any damage, injury, loss or expense of any kind, including loss by fire, theft, vandalism, acts of God or any other cause not attributable to the gross negligence of Licensor.

c.) Upon giving notice to Licensee, Licensor may relocate the Parking Space(s) at any time and
d.) From time to time.

e.) Licensee shall provide Licensor with the make, model, and license number of all vehicles using the Parking Space(s). Licensor may issue parking stickers or tags to identify the vehicles authorized to use the Parking Space(s)

— *Landscape Maintenance Specifications* —

I. SCOPE AND QUALITY

- A. Contractor shall be responsible for maintaining all the exterior landscaping and the irrigation systems at the subject property including, but not limited to: lawn areas, berms, planters, flower beds, and island median strips in and around the building, parking lots and/or parking structures.
- B. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials, transportation, permits, insurance and taxes required to provide the services outlined in these specifications.
- C. Contractor personnel shall at all times be under the supervision of an English-speaking foreman.
- D. Contractor shall be available for emergency service twenty-four (24) hours per day, seven (7) days a week.
- E. The landscape maintenance shall be performed consistent with professional horticultural standards to keep the landscaping in first class condition at all times.

II. PERFORMANCE SPECIFICATION

A. Lawns

- 1. All lawn areas shall be mowed, edged and weeded once a week (weather permitting) to produce neat effect.
- 2. Lawns shall be fertilized no less than four (4) no more than six (6) times per year to maintain a healthy lush growth habit at all times.
- 3. Re-seeding and top-dressing of lawns shall be done as required when bare spots occur. Contractor shall re-sod up to 100 square feet per month of re-seeding is not successful.
- 4. On a weekly routine, intruding broad leaf weeds shall be weeded by hand.

B. Ground Covers

All ground covers (including areas in planters and courtyard) shall be cultivated monthly and kept free of broad leaf weeds weekly.

— *Janitorial Specifications* —

Daily Services – Five (5) days per week (Monday through Friday)

A. **Building Entrance and Lobby**

1. Empty wastebaskets; change liners as necessary.
2. Tile floor will be cleaned, mopped, and buffed.
3. Clean all entrance glass, inside and out.
4. Sweep exterior entrance and spot mop as necessary.
5. Clean and service sand urns and change out black sand weekly.
6. Dust and spot clean desks, chairs, table, etc.
7. Clean and polish all drinking fountains.

B. **Stairways and Corridors**

1. Vacuum corridors; dust and wet mop all tile floors complete.
2. Sweep stairways and clean handrails.
3. Clean, sanitize, and polish all drinking fountains.
4. Dust fire extinguishers and/or fire hose cabinets and clean glass.
5. Dust signs with dry clean cloth.
6. Dust light fixtures.

C. **Elevators**

1. Spot clean any spillage spots on floors.
2. Vacuum floors.
3. Spot clean walls.
4. Clean and polish both sides of doors and trim.
5. Clean elevator tracks of dirt and other debris.

D. **Offices, Conference Rooms, Training Rooms, etc.**

1. Empty all wastebaskets and trash receptacle into the building trash dumpster.
2. Change basket liners as necessary.
3. Dust desktops, telephones, chairs, and other office furniture, removing fingerprints, smudges, and ink stains. (Paper and folders on desks will not be moved. Computer terminals, keyboards, etc. will not be touched.)
4. Vacuum all carpet complete, giving special attention to executive areas. Remove all paper clips and staples from carpets around desks.
5. Spot clean all spillage on carpets.
6. Sweep all composition floors with chemically treated dust mop.
7. Dust and wet mop all tile floors complete.
8. Clean, sanitize, and polish drinking fountains.
9. Spot clean all partition glass, woodwork, walls, and doors.
10. Return all furniture to a neat and orderly position.

— *Elevator Maintenance Specifications* —

MODE REAL ESTATE MANAGEMENT SERVICES, LLC
4414 N. Civic Center Plaza #100
Scottsdale, AZ 85251

This specification herein relates to furnishing of materials and services at the Premises, upon the equipment enumerated, at the rate prescribed and upon the terms and conditions as stated hereinafter.

1. **LOCATION AND DESCRIPTION OF EQUIPMENT TO BE SERVICED:**

Location:

Description: Three (3) Hydraulic Elevators
(Two passenger, one service)
Manufactured by Montgomery Kone, miprom
controllers, installed in 1999.

2. **EXTENT OF COVERAGE**

Under the terms of the following specifications, the Contractor will maintain the hydraulic elevator equipment herein described, on the following terms and conditions: The Contractor will use trained men directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

— *Security Guard Specifications* —

SECURITY GUARD SPECIFICATIONS

A. GENERAL REQUIREMENTS

1.0 General Information

1.1 Definitions

Property Management: MODE Real Estate Management Services

Project: 5800 WEST GLENN

1.2 Description of Work

Security vendors are herein being invited to submit proposals to provide contract security guard, supervision and security management services.

The uniformed security guard services are a primary component of the site security program. Accordingly, the contractor must provide the quality and quantity of management, supervision, training, development and personnel necessary in order to provide a professional service-oriented crime/loss prevention and control program.

Specific program goals include but are not limited to the following:

- To provide a local quality support team with demonstrated resource depth in management, supervision, training, and investigations.
- To provide a visible (uniformed) service-oriented security force.
- To provide a visible deterrent to criminal activities.
- To provide a visible resource for public assistance.
- To provide a visible resource to observe and immediately report to management any potentially hazardous conditions which may adversely affect life safety and security.
- To properly utilize authorized security and life safety equipment.
- To properly execute all established procedures for routine and emergency situations.

1.3 Site Description

The site is located at 5800 West Glenn, Glendale, AZ
The property consists of one (1) office building and parking structure facility and one retail building.

— *Security Guard Specifications* —

All parking facility is co-mingled with the adjoining office and retail building, the Building.

1.4 Form of Bid

Security vendors must complete and return all bid submittals as specified in the accompanying documents. Alternates, except as detailed, will be cause for immediate rejection of the bid in its entirety.

1.5.0 Bidder Qualifications

Qualified security vendors must meet the following minimum requirements:

- 1.5.1 Meet all applicable licensing and regulatory requirements of the State.
 - 1.5.2 Meet all applicable local jurisdiction licensing requirements.
 - 1.5.3 Must have been engaged in the business of providing like security services in similar environments during the past two (2) years.
 - 1.5.4 Must have a local support capability consistent with the demands of this Project and Contractor's other local clients,
 - 1.5.5 Insurance and Indemnity -The Contractor shall take out and maintain, during the life of this Agreement, insurance coverage as set forth by the Owner.
 - 1.5.6 Standard service agreement will be provided at the time of the pre-bid conference.
- 1.6 Bid Rejection

The Owner may accept or reject any proposal or portion thereof at his discretion. Furthermore, Owner may elect to increase or decrease the contract amount and scope as he deems necessary. All pricing submitted shall be good for a period of one hundred and twenty (120) days from the date of submittal.

2.0 Instructions to Bidder

2.1 Site Inspection/Pre-Bid Conference

All vendors shall be afforded an opportunity to inspect the site. During the pre-bid conference, the Owner's agent may be present to individually discuss questions with vendor.

— *Window Washing Specifications* —

MODE REAL ESTATE MANGEMENT SERVICES, LLC

2014 CONTRACT BID SPECIFICATIONS**PROJECT NAME***Project Address**City, Arizona 85258*

The following serves as specifications for bidding the window-cleaning contract for MODE Real Estate Management Services, LLC at Project Name.

1. Items/schedules/procedures to be covered in the proposal:
 - a) Cost per quarter to clean the exterior windows
(To be cleaned January, April, July, and October.) \$ _____
 - b) Cost per quarter to clean top and interior of three
atrium canopies.
(To be cleaned January, April, July, and October.) \$ _____
2. Please ensure that your bid is returned to the below address no later than Date,
2008 via fax or mail.
3. Do not include sales tax in the contract price.
4. Please note that the contract term would need to be one year, with a thirty-day
cancellation clause.

Your Company will be contacted if there are any questions.

Thanks for your cooperation!

— *Financial Reporting And Procedures* —

Financial Responsibilities

Enclosed please find MODE's standard detailed financial reporting forms and procedures. Should the City of Glendale have additional requirements, our Yardi software system is capable of creating any additional reports necessary.

MODE provides the following financial information:

- Annual Budgeting
- Monthly Reporting, Variance Analysis and Narrative Requirements
- Receivables Management
- Payables Processes (including all insurance & taxes)
- Cost containment initiatives
- Capital Planning (recommendations for property and equipment repairs, upgrades and/or replacements within 5-year horizons)
- Leasing and Occupancy Pro Formas

— *Accounting Procedures* —

Mode Real Estate Management Services, LLC (MODE), utilizes Yardi Property Management Accounting software. Yardi is fully integrated investment management, property management and accounting functionality software which allows MODE to manage all types of rental properties, including industrial, commercial office and retail buildings. Yardi also provides the ability to generate relevant accounting and maintenance reports allowing efficient management of properties; tracks the continuous flow of payables and receivables; generates tenant charges automatically; allows set up of common area maintenance (CAMs) charges; calculates and posts lease CAMs; and reconciles tenant CAMs versus their actual expenses; check formatting functions with the ability to edit the text and appearance of checks; and most importantly the Yardi maintenance module gives MODE the ability to create work orders, tracks the materials, labor, and other information related to work on a property or a unit within that property. When the work is completed, a payable invoice to the vendor on the work order is generated.

The experienced Mode Accounting Staff will provide accurate, understandable, relevant and reliable annual and monthly financial statements based on either a cash or accrual basis as required. These reports will include:

- ▶ Balance Sheet
- ▶ Income Statement
- ▶ Cash Flow Report
- ▶ Rent Roll and Lease Abstracts
- ▶ Delinquency and receivables reports
- ▶ Budget Comparison
- ▶ General Ledger
- ▶ Bank statement, reconciliation reports and deposit slips
- ▶ Additional reports specifically required by the City of Glendale
- ▶ Design and establish a complete set of chart of accounts specific to the City of Glendale.
- ▶ Generate monthly invoices for recurring charges to include rental income, parking income, signage reimbursement, CAM reimbursement and any additional charges specified per tenant lease agreements
- ▶ Collect, post and deposit payments utilizing “Remote Deposit Capture” depositing procedures.
- ▶ Process payable invoices accurately and timely, ensuring detailed notes and account numbers.
- ▶ Post late fees and process delinquency notices to tenants per lease agreements.
- ▶ Process and prepare City and State sales taxes forms as prescribed by each agency.
- ▶ Insure compliance with lease agreement insurance requirements.
- ▶ Insure payment of property tax requirements.
- ▶ Insure payment of excise tax requirements.
- ▶ Process annual CAM reconciliations.
- ▶ Establish annual property budget in conjunction with the Property Manager and Owner.

— *Sample Monthly Report* —

- Property Narrative and Overview
- Rent Roll
- Lease Abstract
- Balance Sheet
- Income Statement
- Cash Flow
- General Ledger
- Aged Receivables
- Receivables Summary by Account
- Budget Comparison

— *Sample Monthly Report* —

April 2013
MONTHLY OPERATING REPORT
 5800 West Glenn Drive
 Glendale, AZ 85301

1. PROPERTY ACTIVITY, WORK ORDERS AND OVERVIEW**Suites 325 & 330 – Work Order Incomplete**

Fire Administration vacated both suites in February. PM recommendation to paint interiors, remove doorway between suites for better marketability, shampoo carpets, remove access card readers from exterior doorways and install rentable and usable square footages on tenant plaques. Provided bids on aforementioned items, awaiting approval to proceed with clean-up.

Suites 315/320 Transportation 3/14/2013 – New Controller installed – job complete.

Cathy reported hot in her office, lowered temp of cooling tower and found 4 units off thru-out. Re-set and A/C cooling down.

3/26/2013 – Work Order Incomplete

Parking structure lights are on during day (reported) and the exterior SWA lights are connected to the same circuit, so the SWA patio lights are on during the day too.

4/4/2013 – Hot call, Suite 315/320 – added R-22, replace blown fuse. Also replaced lights while there.

4/5/2013 – FLS Deficiencies Bldg Engineer met with Benson Systems to complete deficiencies and allow Benson access where required. All fire extinguishers completed.

4/9/2013 – Lighting R & M – checked timers and sensors; repaired urinal 3rd floor. Also 3rd floor WRR overflowed, cleaned up and snaked toilet.

4/12/2013 – Enviromental/Waste Water inspection – met with inspectors on 4/12, received good report. Prior to inspection, cleaned up janitorial closet and maintenance storage room to make sure everything spotless.

Also walked roof and found water float on cooling tower broken, dispatched HVAC company for immediate repairs. Swept & cleaned boiler room.

4/15/2013 – door repairs 3rd floor common area door

4/18/2013 – B of A maintenance – several reimbursable maintenance requests placed by B of A, these will be back-charged on their rent statement.

Thru-Out Month – lights out, ballasts replaced as needed, checked vacant suites, common area RR's

2. DELINQUENCIES & STATUS

None at this time.

— Sample Monthly Report —

3. BUILDING OCCUPANCY

Total Building S.F.* 68,782
 *includes both retail and office buildings
 Office = 56,879 sf
 Retail = 12,217 sf (176 sf restrooms) = 12,041 sf

	<u>Square feet</u>	<u>%</u>
Occupied	48,499 sf	70.51%
Vacant	20,283 sf	29.49%

5. RENT ROLL CHANGES SINCE LAST REPORT

Adjustments made to reflect revised floor measurements.

6. NEW LEASES

A. Signed Letter of Intent

N/A; however the Chamber of Commerce is interested in Suite 275.
 Negotiating with them end of April. Hope to have finalized LOI by May.

B. Fully Executed Lease

N/A

C. Move-Ins

N/A

6. RENEWALS

List all leases expiring in the ensuing 12 months:

Suite	Tenant	SF	Lease Exp.	Status
None at this time.				

7. EXPANSIONS

Suite	Tenant	SF	Status
None at this time.			

8. MOVE-OUTS

Suite	Tenant	SF	Lease Exp.	Move Date
325	Fire Admin	1,047		February 2013
330	Fire Admin	2,750		February 2013

9. CONSTRUCTION/CAPITAL IMPROVEMENTS

N/A

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10. MAJOR MAINTENANCE ITEMS

- Fire & Life Safety Deficiencies – Completed

11. NEW VENDOR CONTRACTS

A. Current Services being bid:

none

B. New Contracts signed

none

Incomplete~~April 2011 HVAC: Received proposal from same company to perform the preventative maintenance on Fire Admin's A/C unit which serves their IT room. Sent to Fire Admin for approval on April 20, 2011 - Have not received response. Cost is \$161.50 per service, or \$646.00.

12. LEASING UPDATE FROM BROKERS

Levrose – leasing for 5800 W. Glenn (office)
DeRito Partners – leasing for 5835 West Palmaire (retail)

5800 W. GLENN LEASING REPORT FROM LEVROSE

DATE	NOTES	BROKER
4/29/2013	Note Getting close with Chamber of Commerce. will know where we stand shortly	Kottler Zak
4/29/2013	Note Left message for Erica Harrison - when can we tour?	Kottler Zak
4/26/2013	Note Sent email follow-up and left a messgae for Todd Noel.	Kottler Zak
4/25/2103	Note Brochure emailed to Erica Harrison	Kottler Zak
4/23/2013	Note Brochure emailed to Todd Noel	Kottler Zak
4/19/2013	Note Follow-up with Steve Corney - has a Tenant needing close to 10k SF. Just gathering preliminary info for now.	Kottler Zak
4/17/2013	Note Brochure emailed to Steve Corney	Kottler Zak
4/15/2013	Note Email from Kim Morris. Would like to tour Wed. April 17th at 1:30 pm. Interested in suites 253, 255, and 310.	Kottler Zak
4/12/2013	Note Talked with Steve Whitehead - deosn't think location will work.	Kottler Zak
4/15/2013	Note Brochure emailed to kim.morris@ourmarketingguys.com	Kottler Zak
4/9/2013	Note Brochure emailed to Steve Whitehead	Kottler Zak
4/8/2013	Note Follow-up with Lauren Leahy in regards to brochures emailed.	Kottler Zak
4/5/2013	Note Emailed brochures to Lauren Leahy	Kottler Zak
4/3/2013	Note Email blast to brokers	Kottler Zak

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DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
1-800 FLOWERS.COM INC.	1,200	1,700	Tyler	Chester	c/o Phoenix Commercial Advisors	1/28/13 9:40am Left Voicemail
1-800.FLOWERS.COM INC.	1,200	1,200	Brian	McGee	Director of Real Estate	
2 B WIRELESS	1,200	1,200	Ali	Salehi	Owner	1/28/13 9:43am spoke to Theresa left info
360 PHYSICAL THERAPY	2,500	3,000	Tresha	Baldwin	Co-Owner	1/28/13 9:45am Felicia treshab@360ptaz.com
A TOOTH DOCTOR FOR KIDS	3,000	3,000	Dr. Scott	Whitener	Dentist	1/28/13 9:53am Jill left message
A TOOTH DOCTOR FOR KIDS	3,500	3,500	Dr. Michael	Hull	Dentist	1/28/13 9:56am Liz left message
A ALYESH CHIROPRACTIC	1,500	1,500	Albert	Alyeshmeri	Owner	1/28/13 9:59am Sharon left message
ABC FINE WINE & SPIRITS	1,000	10,000	Charles	Bailes	Chief Executive Officer	1/28/13 10:46am Leaha left message
ABLE DENTAL CARE	2,200	2,200	Dr. Mike	Muncato	Owner	1/28/13 10:51am Imelda abledental-care@yahoo.com
ABSOLUTE DENTAL	2,500	2,500	Dr. Patrick	Calalang	Dentist	1/28/13 10:54am left message
ACE HARDWARE	6,000	20,000	Paul	Overton	Market Development Manager	
ACE HARDWARE	6,000	20,000	Marty	Olejarczyk	c/o DeRito Partners	
ACTIVATOR HEALTH CENTER	1,500	1,500	Arlan/Randy	Fuhr/Weldameier	Owner	1/28/13 10:57am got info 1/28/13 10:58am left message
ACTIVE LIFE CENTER	1,500	1,500	Dr. Thomas	Armbrust	Partner	1/28/13 11:02am Colleen left message
ADVANCED DENTAL	2,000	2,000	Dr. Gregory	Pfifer	Dentist	1/28/13 11:05am Melinda No just moved
ADVANTAGE WIRELESS	1,200	1,500	Julio	Marcias	Owner	1/28/13 11:07am closing Thursday needs a spot awgilbert@msn.com
AESTHETIC FAMILY DENTISTRY	1,800	2,500	Dr. Russell	Roderick	Dentist	1/28/13 11:15am left message
AGAPE CHIROPRACTIC	1,500	1,500	Dr. Bridgette	Jameson	Owner	1/28/13 11:21am No New Location 10620 n 71st place Sundown Plaza call back in 6 months
ALPHA DENTAL GROUP	2,000	2,000	Dr. Quang	Le	Dentist	1/28/2013 Melody left message
AMERICAN CHIROPRACTIC	1,500	1,500	Vincent	Armoia	Owner	1/28/13 11:29am Susan left message needs 2nd location
AMY DENTAL CENTER	2,500	2,500	Dr. Mukesh	Shoh	Dentist	1/28/13 11:43am Elida 2051 N Arizona Ave. suite 114 Chandler, AZ 85225 send brochures
ANANTUNI FAMILY DENTAL	2,500	2,500	Dr. Sandhya	Anantuni	Owner	1/28/13 11:48am Una office@anantunidental.com
ARCHIES DELI	2,500	2,500	Audrey	Wright	Owner	1/28/13 12:45pm beep -beep wrong number
ARIZONA ASSOCIATES IN DENTISTRY	2,500	2,500	Dr. Michael	Smith	Partner	1/28/13 12:55pm Harlene Josh Windor Marketing/director 602.478.3888
ARIZONA CENTER FOR FAMILY & WELLNESS CARE	1,500	1,500	Dr. N. Edwin	Weathersby	Owner	1/28/13 12:58pm left voice mail
ARIZONA CENTER FOR IMPLANT DENTISTRY	2,000	2,000	Dr. Dave	Robinson	Dentist	1/28/13 1:03pm beep -beep wrong number

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DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
ARIZONA FLOWER SHOP			Helan	Shehan	Owner	1/28/13 1:04pm Catherine would not open another flowershop for a million bucks!
ARIZONA HEIGHTS DENTISTRY	2,500	2,500	Dr. Angela	Baskin	Partner	1/28/13 1:06pm @ Anthem left voice mail
ARIZONA MULTHEALTH CLINIC	1,750	1,750	Dr. Roger	Muller	Chiropractic Physician	1/28/13 1:09pm left voice mail
ARIZONA SANDWICH SHOP	1,500	1,500	Renee	Bartlett	Owner	1/28/13 1:13pm info@azsandco.com might be looking for sites
ARIZONA SPINE & SPORT	1,500	1,500	Dr. Troy	Scheible	Owner	
ARROWHEAD DENTAL	2,000	2,000	Dr. Billie	Downing	Dentist	
ARROWHEAD FAMILY DENTAL	2,000	2,000	Dr. Paul	Griego	Dentist	
ARROWHEAD HEALTH	1,500	1,500	Dr. David	Beroy	Owner	
ASPEN DENTAL	5,000	5,000	Teale	Bloom	c/o Phoenix Commercial Advisors	
ASPEN DENTAL	4,000	5,000	Jon	Tedesco	Real Estate Manager	
ASSOCIATED DENTAL SUN CITY	2,000	2,000	Dr. Richard	Matsuishi	Dentist	
ASSOCIATED FAMILY DENTISTRY	2,000	2,000	Dr. Gary	Smith	Dentist	
AT & T MOBILITY			Michael	Walls	Senior National Portfolio Manager	
AT&T MOBILITY	1,000	1,000	Christine	Marr	c/o CB Richard-Ellis// Global Corp. Ser. I Retail	
AVONDALE FAMILY DENTISTRY	2,500	2,500	Dr. Ashley	Bui	Partner	
AVONDALE FHC DENTISTRY	2,500	2,500	Melissa	Vilamore	Owner	
AWATUKEE LIFE CENTER	1,500	1,500	Dr. Quinton	Morley	Partner	
AZ STUDIO FOR SMILE DESIGN	2,000	2,000	Dr. Stacey	Lay Men	Dentist	1/28/13 1:54pm left voice mail
BACK HEALTH CHIROPRACTIC	1,500	1,500	Dr. Goudarz	Vassigh	Owner	
BAKER FAMILY DENTAL	2,500	2,500	Dr. Karl	Baker	Dentist	
BECKHAM DENTAL	2,000	2,500	Dr. Mike	Beckham	Owner	
BENNER CHIROPRACTIC	1,500	1,500	Dr. Timothy	Benner	Owner	
BEVERAGES & MORE	8,000	10,000	Heather	Myers	Director of Real Estate	
BEVERAGES & MORE	8,000	10,000	Zach	Pace	c/o Phoenix Commercial Advisors	
BLACK FIT CHIROPRACTIC	1,500	1,500	Dr	Radi	Owner	
BLIMPIE	800	2000	Carl	Jones, Jr	Ten. Rep/De Rito Partners	
BLIMPIES/KAHALA	1,400	1,600	Ken	Corbett	Area Developer	
BLIMPIES/KAHALA HOLDINGS	1,400	1,600	Jeremy	Gook	VP of Real Estate	

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DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
BLUESTONE CHIROPRACTIC	1,200	3,500	Dr.	Liveman	Principal	
BOARDMAN FAMILY CHIROPRACTIC	1,500	1,500	Dr. John	Boardman	Owner	
BOOST	900	1,200	Lizette	Fonseca	c/o De Rito Partners	
BOOST MOBILE	800	1,200	Peter	McQuiad	Ten Rep/Sperry Van Ness	
BOOST MOBILE	800	1,200	Sameer	Daredia		
BRIGGS FAMILY DENTISTRY	2,000	2,000	Dr. Roger	Briggs	Partner/Dentist	
BRIGHT NOW DENTAL (Tucson only)			Tyler	Chester	c/o Phoenix Commercial Advisors	
BRIX WINE SPOT	1,200	1,800	Nancy	Franks	Owner	
BRONSTON CHIROPRACTIC	1,400	1,600	Dr. Richard	Bronston	Owner	
CACTUS FLOWER SHOPS			Eric	Luoma	Corporate Office	
CANDLE BOUQUETS	1,500	2,000	Marsha P.	Brizzie	Owner	1/28/13 1:18pm left voice mail
CANDY BOUQUET	600	1,200	Dr. Jim	Wheeler	Real Estate Dept.	1/28/2013 1:38pm mailbox full
CANYON VISTA DENTAL	2,500	2,500	Dr. John	Bigler	Partner	1/28/13 1:40pm Perry left message
CAPRIOTTI'S SANDWICH SHOP			Andy	Kroot	c/o Velocity Retail Group	
CAPRIOTTI'S SANDWICH SHOP			Mark	Henriott	VP of Real Estate	
CARE	1,500	1,500	Dr. Cindy	Shneider	Owner	
CHANDLER DENTAL HEALTH	2,500	2,500	Dr. Lillian	Giacobbi	Owner	
CHARLEY'S GRILLED SUBS	1,500	1,800	Rich	Page	Director of Real Estate	
CHRYSAL SPRINGS WATER N' ICE	1,200	1,200	Kirk/Kent	Stapley	Owner	
COUNTRY CLUB FAMILY DENTAL	2,000	2,000	Dr. Eric	Kerbs	Dentist	
COUSIN'S SUBS	750	1,400	Joc	Ferguson	Real Estate Manager	
COUSIN'S SUBS	1,200	2,000	Clifford	Jones	Area Developer	
COUSIN'S SUBS	1,200	2,000	Patrick/Matt	Salcido/Morrell	c/o De Rito Partners	
CRICKET WIRELESS	1,200	1,200	Chris	Cambell	c/o Cassidy/Turley BRE	
CRICKET WIRELESS	1,200	1,200	Ken	Edwards	Regional Director	
CRITCHFIELD DENTAL	2,500	2,500	Dr. Robert	Critchfield	Partner	
DC DENTAL GROUP	1800	4000	Doug	Chang	DMD	
DENTAL OFFICE OF DR. ANTHONY AND HEAP	2,000	2,000	Dr. Jeffery	Peifer	Dentist	
DENTISTRY AT GREY HAWK	2,000	2,000	Dr. Bahar	Ata-Abadi	Dentist	
DENTISTRY OF OLD TOWN SCOTTSDALE	2,000	2,000	Dr. Bradley	Brittain	Partner/Dentist	
DESERT DENISTRY	2,000	2,000	Dr. Lara	Antczak	Dentist	
DOBSON AND WARNER DENTISTRY	2,500	2,500	Dr. K	Ngo	Partner	

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DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
DR. ADAMS AND DR. WOODS OFFICE	2,500	2,500	Dr. William	Woods	Dentist	
DR. ALLEN AND DR. CZAR'S OFFICE	2,000	2,000	Dr. Larry	Allen	Dentist/Partner	
DR. FROST & ASSOCIATES	2,500	2,500			Owner	
DR. GIBBONS OFFICE	2,500	2,500	Dr. Junius	Gibbons	Owner	
DR. HANHILA'S OFFICE	2,000	2,000	Dr. Matt	Hanhila III	Owner	
DR. JORGENSEN'S AND DR. DANIELS DENTAL OFFICE	2,000	2,000	Dr. Blake	Olsen	Dentist/Partner	
DR. TAYLOR KIM DENTISTRY	2,500	2,500	Dr. Taylor	Kim	Owner	
DULVICK DENTISTRY	2,500	2,500	Dr. Roger	Dulvick	Owner	
EEGEE'S, INC	1,200	1,800	Jami	Savage	c/o SRS Real Estate Partners	
EEGEE'S, INC	1,200	1,200	Tom	O'Conner	Director of Real Estate	
EVERGREEN HARDWARE & ELECTRIC			Tony	Burns	Real Estate Manager	
EXTREME PITA	1,500	1,500	Sean	Black	ExVP of RE & Franchise Development	
FERGUSON PLUMBING SUPPLY	5000	5,000			Facilities Dept. (indiv. stores Decide expansion)	
FIREBIRD'S ROCKY MOUNTAIN GRILL			Zach	Pace	c/o Phoenix Commercial Advisors	
FIREHOUSE RESTAURANT GROUP	2,500	3,500	Kristen Alberre	Akel	Manager of Real Estate	
FIREHOUSE SUBS	2,500	3,500	Scott	Friedman	Area Rep/Phx & Tucson	
FIREHOUSE SUBS	1,200	1,600	Jeff	Gorden	Associate Broker	
FIREHOUSE SUBS	1,200	1,600	Scott	Friedman	RE Representative	
FIVE STAR CELLULAR	900	1,200	Lizette/Paul	Fonseca/Serafin	c/o De Rito Partners, Inc.	
FIVE STAR CELLULAR	900	1,200	Vanessa	Montes		
GATEWAY DENTAL CARE	2,500	2,500	Dr. Robert	Barber	Dentist	
GATEWAY FAMILY DENTISTRY	2,500	2,500	Dr. Timothy	Gailey	Dentist	
GENTLE DENTAL			Veronica V	Lee	Director of Leasing	
GO WIRELESS	2,000	2,000	Kevin	Elder	President	
GO WIRELESS	2,000	2,000	Brian	Gast	c/o Strategic Retail Group	
GREAT WRAPS	1,500	2,000	Robert	Soloman	President	
HARBOR FREIGHT TOOLS	10,000	10,000	Chris	Malherbe	c/o Newmark Grubb Knight Frank	
HARBOR FREIGHT TOOLS	15,000	15,000	Jessie	Quinn	Manager, Real Estate Strategy	
IMOBILE			Ravi K	Bansal	Sr V P	
JASON'S DELI	4,000	5,000	Chuck	Gibson	c/o SRS/Real Estate Partners	

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DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
JASON'S DELI	4,500	4,500	Greg	Messina	Director of Real Estate	
JERSEY MIKE'S SUBS	1,500	1,500	Max	Bippus	c/o CB Richard Ellis	
JERSEY MIKE'S SUBS	1,500	1,500	Geraldo	Flores	Real Estate Professional	
JIMMY JOHN'S	600	1,800	Ryan	Esutice	c/o SRS Real Estate Partners	
JIMMY JOHN'S	1,400	1,700	Corey	Pettyjohn	Real Estate Mgr	
KOKOPELLI DENTISTRY	2,000	2,000	Dr. Steven	Morales	Dentist	
KOOL SMILES	2,000	4,000	Robert W	Heacox	Dir of RE	
LANE BRYANT	1,200	1,800	Jami	Savage	c/o SRS Real Estate Partners	
LUKKEN CHIROPRACTIC	1,500	1,500	Dr. Steven	Lukken	Owner	
MAGNUM'S CIGARS, WINE, & SPIRITS	5,000	5,000	Amar	Patel	Owner	
MAHON'S	1,000	3,500	John	Trujillo	c/o De Rito Partners	
McALISTER'S DELI	3,000	4,000	Cliff	Johnson	c/o Cassidy Turley	
McALISTER'S DELI			Peter	Wright	Vice President of Franchise Sales	
MERCHANT DENTAL	2,500	2,500	Dr. Birju	Merchant	Owner	
MILIOS SANDWICHES	1,200	1,500	Gerald	Helminski	Dir of Franchise Oper.	
NATURAL LIFE CLINIC	1,500	1,500	Paul	Wolf	Owner	
OFFICE OF DR. CHOULES AND DR. ERSKINE	2,500	2,500	Dr. Christopher	Erskine	Partner	
OFFICE OF DR. DEBESTANI	2,000	2,000	Dr. Ardeshir	Debestani	Partner	
OFFICE OF DR. FOWLER AND DR. SABA	2,000	2,000	Dr. Kent	Saba	Partner	
OFFICE OF DR. HODGES AND DR. TUCKER	2,000	2,000	Dr. Tara	Hodges	Partner	
OFFICE OF DR. JENKINS, CURTIS, & POELMAN	2,500	2,500	Dr. Chet	Jenkins	Partner	
OFFICE OF DR. JOHNSON & DR. LARSEN	2,500	2,500	Dr. Curtis	Johnson	Dentist/Partner	
OFFICE OF DR. KHESHTCHIN	2,000	2,000	Dr. Mandana	Kheshtchin	Dentist/Partner	
OFFICE OF DR. KYLE HUISH	2,000	2,000	Dr. Kyle	Huish	Dentist	
OFFICE OF DR. LINDSTROM	2,000	2,000	Dr. Michael	Lindstrom	Dentist	
OFFICE OF DR. SCOTT AND BROADBENT	2,000	2,000	Dr. Bradley	Scott	Dentist	
OFFICE OF DR. SIELICKI & DR. CONWAY	2,000	2,000	Dr. Ann	Sielicki	Partner/Dentist	
OFFICE OF DR. WOLF, DR. WOLF AND DR. TAYLOR	2,500	2,500	Dr. Dallas	Wolf	Partner	
PACIFIC DENTAL SERVICES	2,500	5,000	Greg	Thorburn	Real Estate Manager	
PACIFIC DENTAL SERVICES	2,500	5,000	Tim	Gunnink	c/o GDC/RE	
PHILLY'S FINEST INC.	1,500	1,500	Jay	& Hilda	Owners	
PHOENIX FLOWER SHOPS	3,000	3,000	Ken	Young	Owner	

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DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
PLANET SUB	1,500	2,300	Danielle	Davis	c/o LevRose Real Estate	
PORT OF SUBS	1,500	1,500	Shelby	Tworek	c/o NAI Horizon	
POSPISIL DENTISTRY OF GILBERT	2,500	2,500	Dr. Brent	Pospisil	Partner	
POSPISIL FAMILY DENTAL	2,500	2,500	Dr. More	Pospisil	Partner	
POT BELLY SANDWICH WORKS	2,500	2,500	Courtney	Lindley	Sr Dir of R E	
POT BELLY SANDWICH WORKS			Zach	Pace	c/o Phx Commercial Adv.	
QUIZNO'S RESTAURANT CORP	800	1,500	Scott	Bernstein	Real Estate Director	
QUIZNO'S SUBS	1,500	1,500	Kelly	Arnold	Director of Real Estate	
QUIZNO'S SUBS	800	1,200	Lance	Umble	c/o Phoenix Commercial Advisors	
ROCKLER WOODWORKING & HARDWARE	5,000	5,000	Glen	Snyder	Real Estate Manager	
SACKS ART OF SANDWICHES	1,500	2,500	Ivan	Morrow	Owner	
SAN PLUMBING SUPPLY			Barrett	Bromich	GM	
SCHLOTZSKY'S DELI	3,000	3,000	Logan	Reeves	VP, New Store Dev.	
SCHLOTZSKY'S DELI	2,400	3,200	Teale	Bloom	c/o Phoenix Commercial Advisors	
SEARS HARDWARE	25,000	25,000		CORP. #	Real Estate Dept. For Sears/Kmart	
SIERRA FAMILY DENTISTRY	2,500	2,500	Dr. Vince	Rauschel	Dentist	
SMILE BRANDS INC.			Steven A	Ishino	Director of Real Estate	
SMILE BRANDS, INC			Larry	Zebe	Real Estate Manager	
SOFT CARE DENTAL	2,500	2,500	Dr.	Chang	Owner	
SOFT TOUCH DENTAL	2,500	2,500	John	Lungreen	Dentist	
SOUTH PHILLY STEAK & FRIES	1,500	1,500	Cheryl	Kempf		
SOUTH WEST DENTAL GROUP	2,500	2,500	Dr. Kenneth	Thompson	Partner	
SPINAL CORRECTION CENTER	1,200	1,800	Michael	Heariksen	Owner	
SPOONER & SHAFI PHYSICAL THERAPY	1,500	2,500	Christine	Shafi	Co-Owner	
SPRINT	1,100	1,500	Ginger	Vigneault	Manager, Real Estate	
SPRINT	1,000	1,121	Lydia	Laursen	Member/Owner	
STEAK ESCAPE	750	900	Jim	Carr	Dir of Franchise Dev	
STREET TALK			David	Ferber	President	
SUB STATION II	1,500	1,500	Susan	Vaden	VP of Franchise Sales	
SUBWAY	1,200	1,200	Rick	Schibler	c/o AZ Development	
SUBWAY	1,200	1,200	Mike	Nelson	President	
SUNWEST DENTAL CENTER	2,000	2,000	Shawn	Dalton	Owner	

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DERITO - LEASING REPORT 5835 WEST PALMAIRE

COMPANY	MIN SF	MAX SF	First	Last	TITLE	Comments
TASTE OF PHILLY	2,000	3,500	Morey	Fischel	c/o De Rito Partners	
T-MOBILE	1,200	1,500	Larry	Simpson	Business Development Manager	
T-MOBILE	1,500	1,500	Teale	Bloom	c/o Phoenix Commercial Advisors	
T-MOBILE/THE PHONE ZONE	1240	1240	Jason	Hamama	CEO - Hamama Invest / DC Pavilions LLC	
TOGO'S	1200	1500	Andy	Kroot	Ten. Rep/VELOCITY RETAIL GROUP LLC	
TOGO'S	1200	1500	Cheryl	Samote	Principal	
TOTAL WINE & MORE	8,000	16,000	Phil	Armstrong	VP of Real Estate	
TOTAL WINE & MORE	20,000	25,000	Neil	Board	c/o Western Retail Advisors	
TRUE VALUE	10,000	12,000	Regan	Amato	c/o Phoenix Commercial Advisors	
US CELLULAR			Ruth	Bowers	RE Manager - West	
VERIZON WIRELESS	1,200	3299	Nancy	Gardiner	Real Estate Manager	
VERIZON WIRELESS	1,200	1,200	Brent	Mallonce	c/o Cassidy Turley BRE	
VINO 100	1,400	1,600	Jared	Lively	c/o Rein and Grossehme	
VOGEL AND MATESI DENTAL OFFICE	2,000	2,000	Dr.	Matesi	Dentist	
WATER N ICE	600	2000	John	Trujillo	AZ Rep/De Rito Partners	
WESTERN DENTAL	3000	5000	Tom	Henschen	Broker/Tom Henschen & Associates	
WESTERN DENTAL	3000	5000	Andy	Eddy	VP New Office Development	
WHICH WICH	1,800	2,200	Brent	Mallonce	Cassidy Turley	
WHICH WICH	1,800	2,200	Lisa	Walker	Dir of RE	
WIRELESS-TOYZ	2,000	2,000	Shelby	Tworek	c/o NAI Horizon	
WOODCRAFT SUPPLY CO.	6,500	6,500	Gary	Lombard	Vice President of Operations	

— *Sample Monthly Report* —

13. OUTSTANDING RECOMMENDATIONS TO OWNER

- Recommend new EMS system 2009; Climatec proposal received.
- Recommend that MODE performs the maintenance of parking structure
- Recommend window washing more than 1x per year
- The Property Manager with the City of Glendale and TP Property Manager have now discussed Benchmarking the building to achieve an Energy Star Rating once the building occupancy has increased and the building will qualify for Energy Star certification.
- Recommend 58th Avenue decorative lamp posts are repainted where scratched.
- Directional Signage for retail area should be installed to promote the retail area located on Palmaire and new tenant retail signage. Budgeted for July 2010, but not approved.
- Space Planning for vacant suites 200, 253, 255, 310, 325 and 330 for better potential of leasing.

— Sample Monthly Report —

RENT ROLL

5800 - 5800 W. Glenn Dr.

As of Date:

Select By: Lease From Date

Unit	Code	Name	Sqft	Potential Rent	Actual Rent	Rent/SF	Deposit	Lease From & To
100	boa	Bank of America	7,220.0	0.00	14,379.83	23.90	0.00	08/01/87 07/31/17
140	visit	Glendale Visitor's Center	2,152.0	0.00	0.00	0.00	0.00	01/05/09
150	market	Glendale Marketing Dept.	5,505.0	0.00	0.00	0.00	0.00	01/28/01 05/28/14
200		VACANT	9,567.0	11,958.75				
225	essprop	Essential Properties, Inc.	754.0	911.08	911.08	14.50	943.00	09/01/12 08/30/15
250	arellano	Arellano Real Estate, LLC	418.0	627.00	627.00	18.00	627.00	04/01/10 03/31/15
252	jarnagin	Jarnagin & Jarnagin, Inc.	1,224.0	1,122.00	1,122.00	11.00	2,200.00	10/01/08 11/30/16
253		VACANT	1,398.0	2,242.40				
255		VACANT	2,002.0	2,818.90				
260/275		VACANT	4,171.0	3,128.25				
300		VACANT	480.0	0.00				
310		VACANT	1,736.0	2,314.66				
315/320	glent	Transportation Department	6,181.0	7,960.31	0.00	0.00	0.00	01/01/04 05/01/14
325		VACANT	1,047.0	1,308.75				
330		VACANT	2,750.0	3,437.50				
350	fa	Fire Department Administration	10,271.0	0.00	0.00	0.00	0.00	01/01/08 05/01/14
360		VACANT	1,000.0	0.00				
A-D&F-I	swa	SW General, Inc.	10,025.0	15,538.75	15,538.75	18.60	21,052.50	08/16/11 08/31/21
E		VACANT	1,233.0	719.25				
RET-RR		VACANT	176.0	0.00				
20	Total - Less Excluded Units		69,310.0	54,087.60	32,578.66	5.64	24,822.50	
9	Total Occupied		43,750.0	26,159.14	32,578.66	8.94		
45.00	% Occupied		63.12	48.36	60.23			
11	Total Vacant		25,560.0	27,928.46	13.11			
55.00	% Vacant		36.88	51.64				

— Sample Monthly Report —

LEASE ABSTRACT

As of Date:

Unit	Name	SF	Rent	\$/SF	From To		Rent	Increase	Charges & Concessions	
5800	5800 W. Glenn Dr.									
100	Bank of America	7,220	14,380	23.90	08/01/87 07/31/17	360	08/07 14,079.00 08/12 14,079.00 08/13 14,379.83 08/14 14,680.67 08/15 14,981.50 08/16 15,282.33		1,517(cam) 1,525(cam) 767(cam) 872(cam) 628(cam) 501 (cam)	01/01/084/30/09 05/01/0912/31/09 01/01/10-12/31/10 01/01/11-06/30/12 07/01/12-12/31/13 01/01/14- / /
140	Glendale Visitor's Center	2,152	0	0.00	01/05/09		6/30/11		302 (cam)	08/011
150	Glendale Marketing Dept.	5,505	0	0.00	01/28/01		5/28/14			160
225	Essential Properties, Inc.	754	911	14.50	09/01/12 08/30/15	35	09/12 10/12 10/13 10/14		CPI 879.67 911.08 942.50	
250	Arellano Real Estate, LL	418	627	18.00	04/01/10 03/31/15	60	04/10 04/11 04/12 04/13 04/13	557.33 547.75 592.16 609.58 627.00	23 (cam) 9 (cam) 1 (cam)	01/01/11-6/30/12 07/01/12-12/31/13 01/01/14- / /
252	Jarnagin & Jarnagin, Inc.	1,224	1,122	11.00	10/01/08 11/30/16	98	10/08 10/09 10/10 12/11 12/12 12/13 12/14 12/15	2,188.17 2,245.75 2,303.33 1,020.00 1,071.00 1,122.00 1,173.00 1,224.00	33 (cam)	05/01/09-2/31/09
315/320	Transportation Departme	6,181	0	0.00	01/01/04 05/01/14	124	01/04 01/06 01/07 01/08 05/08	6,298.75 6,403.73 7,236.23 7,469.32 7,960.31	226 (cam) 810 (cam) 810 (cam)	01/01/08-4/30/09 07/01/10-7/31/10 08/01/11- / /
350	Fire Department Administ	10,271	0	0.00	01/01/08 05/01/14	76				
A-D&F-I	SW General, Inc.	10,025	15,539	18.60	08/16/11 08/31/21	121	08/11 09/12 09/13 09/14 09/15 09/16 09/17 09/18 09/19 09/20	10,526.25 13,032.50 15,538.75 18,045.00 20,050.00 22,556.25 25,062.50 27,568.75 30,075.00 35,581.25	9,516 (cam) 7,005(cam) 7,739 (cam)	8/15/110-6/30/12 07/01/12-12/31/13 01/01/14- / /
TOTAL		43,750	32,579	8.94						

— Sample Monthly Report —

BALANCE SHEET (CASH)
5800 W. GLENN DR. - (5800)

APRIL 2013

ASSETS	
Operating Cash 1	26,434.28
TOTAL CASH	26,434.28
OTHER CURRENT ASSETS	
TOTAL CURRENT ASSETS	26,434.28
TOTAL ASSETS	26,434.28
LIABILITIES & CAPITAL	
LIABILITIES	
Prepaid Rent	1,184.64
Tenant Deposits	24,822.50
Sales Tax Collected & Payable	-381.32
TOTAL LIABILITIES	25,625.82
CAPITAL	
Owner Contribution	116,617.65
EQUITY	
DISTRIBUTIONS	
Owner Draw	863,666.08
Retained Earnings	747,856.89
TOTAL CAPITAL	808.46
TOTAL LIABILITIES & CAPITAL	26,434.28

— Sample Monthly Report —

INCOME STATEMENT (CASH)

5800 W. GLENN DR. - (5800)
APRIL 2013

MONTH TO DATE % YR TO DATE %

INCOME

RENT INCOME				
Rental Income	29,671.75	78.87	274,188.31	72.60
Operating Expense Recovery/CAM	7,947.34	21.12	81,722.92	21.64
Excise Tax	0.00	0.00	21,331.50	5.65
NET RENT INCOME	37,619.09	99.99	377,242.73	99.89
OTHER INCOME				
Interest on Bank Accounts	2.78	0.01	21.54	0.01
Late Fee	0.00	0.00	380.88	0.10
TOTAL OTHER INCOME	2.78	0.01	402.42	0.11
TOTAL INCOME	37,621.87	100.00	377,645.15	100.00

EXPENSES

DIRECT EXPENSES				
Building Repair/Maintenance	1,828.32	4.86	16,629.92	4.40
Supplies - Repair/Maintenance	168.75	0.45	5,167.30	1.37
HVAC - Contract	296.00	0.79	7,533.33	1.99
HVAC Repair/Maintenance	5,079.40	13.50	22,868.91	6.06
Electrical Repair/Maintenance	282.20	0.75	2,844.60	0.75
Plumbing Repair/Maintenance	182.08	0.48	3,278.85	0.87
Elevator - Contract	162.16	0.43	1,589.78	0.42
Window/Door - Repair/Maint	0.00	0.00	138.00	0.04
Roof Repair/Maintenance	0.00	0.00	108.00	0.03
Lights-Bulbs/Ballasts	48.00	0.13	5,165.45	1.37
Locks & Keys	92.16	0.24	788.53	0.21

— *Sample Monthly Report* —

Signs & Directories	0.00	0.00	1,923.33	0.51
Trash Disposal	275.84	0.73	2,758.40	0.73
Landscaping - Contract	750.00	1.99	6,750.00	1.79
Landscaping - Extras	683.53	1.82	4,100.49	1.09
Pest Control	0.00	0.00	125.00	0.03
Fire/Life/Safety	1,429.74	3.80	6,714.37	1.78
Janitorial	2,610.59	6.94	22,719.43	6.02
Janitorial - Other	-375.00	-1.00	650.42	0.17
Janitorial Supplies	1,288.53	3.42	9,553.41	2.53
Window Cleaning	1,536.00	4.08	1,536.00	0.41
Dayporter Service	628.32	1.67	6,283.20	1.66
TOTAL DIRECT EXPENSES	16,966.62	45.10	129,226.72	34.22

UTILITIES

Electricity	7,982.02	21.22	98,430.54	26.06
Gas	53.67	0.14	9,576.90	2.54
Water & Sewer	1,580.79	4.20	13,984.75	3.70
Telephone	386.04	1.03	2,119.96	0.56
TOTAL UTILITIES	10,002.52	26.59	124,112.15	32.86

GENERAL & ADMINISTRATIVE

GENERAL & ADMINISTRATIVE				
Office Supplies	34.53	0.09	223.74	0.06
Postage & Delivery	13.14	0.03	251.31	0.07
Mileage Reimbursement	112.47	0.30	786.73	0.21
Tenant Retention	0.00	0.00	166.37	0.04
Education & Training	0.00	0.00	27.72	0.01
Management Fees	3,000.00	7.97	30,210.62	8.00
Permits & Licenses	0.00	0.00	139.20	0.04
TOTAL G & A EXPENSE	3,160.14	8.40	31,805.69	8.42

— *Sample Monthly Report* —

TOTAL OPERATING EXPENSES	30,129.28	80.08	285,144.56	75.51
NET OPERATING INCOME	7,492.59	19.92	92,500.59	24.49
NON-REIMBURSABLE EXPENSES				
Commission	0.00	0.00	1,639.95	0.43
TOTAL NON-REIMBURSABLE EXPE	0.00	0.00	1,639.95	0.43
MAJOR IMPROVEMENTS				
Tenant Improvements	0.00	0.00	4,176.67	1.11
Building Improvements	0.00	0.00	1,103.06	0.29
HVAC Replacement	0.00	0.00	5,582.00	1.48
TOTAL MAJOR IMPROVEMENTS	0.00	0.00	10,861.73	2.88
NET INCOME	7,492.59	19.92	79,998.91	21.18

— Sample Monthly Report —

CASH FLOW (CASH)

**5800 W. GLENN DR. - (5800)
APRIL 2013**

MONTH TO DATE % YR TO DATE %

INCOME

RENT INCOME				
Rental Income	36,356.62	81.23		77.82
Operating Expense Recovery/CAM	8,382.76	18.73	84,765.18	18.87
Excise Tax	0.00	0.00	14,730.75	3.28
Other Income	19.74	0.04	39.14	0.01
NET RENT INCOME	44,759.12	100.00		99.98
OTHER INCOME				
Interest on Bank Accounts	0.00	0.00	86.19	0.02
TOTAL OTHER INCOME	0.00	0.00	86.19	0.02
TOTAL INCOME	44,759.12	100.00		100.00

EXPENSES

DIRECT EXPENSES				
Building Repair/Maintenance	1,098.24	2.45	7,531.63	1.68
Supplies - Repair/Maintenance	241.54	0.54	2,111.42	0.47
HVAC - Contract	1,196.00	2.67	6,997.68	1.56
HVAC Repair/Maintenance	360.40	0.81	8,499.26	1.89
Electrical Repair/Maintenance	34.00	0.08	1,620.00	0.36
Plumbing Repair/Maintenance	204.00	0.46	2,675.63	0.60
Elevator - Contract	167.62	0.37	1,644.00	0.37
Elevator - Repair/Maintenance	40.00	0.09	64.00	0.01
Window/Door - Repair/Maint	0.00	0.00	1,248.08	0.28
Roof Repair/Maintenance	0.00	0.00	82.08	0.02
Lights-Bulbs/Ballasts	248.17	0.55	3,119.07	0.69

— *Sample Monthly Report* —

Locks & Keys	87.50	0.20	947.91	0.21
Signs & Directories	0.00	0.00	360.44	0.08
Trash Disposal	277.84	0.62	2,485.56	0.55
Landscaping - Contract	825.00	1.84	8,175.00	1.82
Landscaping - Extras	37.09	0.08	2,771.89	0.62
Pest Control	198.08	0.44	462.08	0.10
Fire/Life/Safety	26.74	0.06	2,676.95	0.60
Janitorial	2,643.27	5.91	25,623.42	5.71
Janitorial - Other	420.00	0.94	1,170.00	0.26
Janitorial Supplies	899.90	2.01	9,809.27	2.18
Window Cleaning	1,458.00	3.26	3,079.00	0.69
Dayporter Service	628.32	1.40	6,334.88	1.41
TOTAL DIRECT EXPENSES	11,091.71	24.78	99,489.25	22.15

UTILITIES

Electricity	7,706.05	17.22		22.62
Gas	134.21	0.30	2,981.16	0.66
Water & Sewer	1,429.86	3.19	12,344.24	2.75
Telephone	204.08	0.46	2,031.09	0.45
TOTAL UTILITIES	9,474.20	21.17		26.48

GENERAL & ADMINISTRATIVE

Office Supplies	22.38	0.05	216.03	0.05
Postage & Delivery	12.80	0.03	220.11	0.05
Mileage Reimbursement	67.80	0.15	562.14	0.13
Tenant Retention	0.00	0.00	307.06	0.07
Management Fees	3,000.00	6.70	30,000.00	6.68
TOTAL G & A EXPENSE	3,102.98	6.93	31,305.34	6.97

— Sample Monthly Report —

TOTAL OPERATING EXPENSES	23,668.89	52.88		55.61
NET OPERATING INCOME	21,090.23	47.12		44.39
NON-REIMBURSABLE EXPENSES				
Commission	0.00	0.00	7,338.00	1.63
TOTAL NON-REIMBURSABLE EXPE	0.00	0.00	7,338.00	1.63
NET INCOME	21,090.23	47.12		42.76
ADJUSTMENTS				
Prepaid Rent	-0.02		670.60	
Tenant Deposits	0.00		3,159.33	
Sales Tax Collected & Payable	-302.71		-277.50	
Owner Contribution	0.00		7,338.00	
Owner Draw	-41,432.28			
TOTAL ADJUSTMENTS	-41,735.01			
CASH FLOW	-20,644.78		30,475.93	
Beginning Cash	74,435.09			
Ending Balance	53,790.31			

— Sample Monthly Report —

General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
4500-0000			Rental Income					-244,516.56 = Beginning Balance =	
5800	04/01/13	04/13	(essprop) Essential Propertie	R-40735	2808		879.67	-245,396.23	
5800	04/01/13	04/13	(swa) SW General, Inc.	R-40752	4023054		11,702.22	-257,098.45	
5800	04/01/13	04/13	(swa) SW General, Inc.	R-40570	none		1,330.28	-258,428.73	:Prog Gen prepayment transf
5800	04/08/13	04/13	(jamagin) Jamagin & Jarnagi	R-40953	11498		1,071.00	-259,499.73	
5800	04/16/13	04/13	(areliano) Arellano Real Estat	R-41048	Online depos		609.58	-260,109.31	
5800	04/26/13	04/13	(boa) Bank of America	R-41285	ACH deposit		14,079.00	-274,188.31	
			NetChange= -29,871.75					-274,188.31 = Ending Balance =	
4510-0000			Operating Expense Recov					-73,775.58 = Beginning Balance =	
5800	04/01/13	04/13	(swa) SW General, Inc.	R-40752	4023054		7,005.09	-80,780.67	
5800	04/01/13	04/13	(visit) Glendale Visitor's Cent	R-40569	none		229.35	-81,010.02	:Prog Gen prepayment transf
5800	04/05/13	04/13	(visit) Glendale Visitor's Cent	R-40901	835888		76.23	-81,086.25	
5800	04/16/13	04/13	(areliano) Arellano Real Estat	R-41048	Online depos		8.75	-81,095.00	
5800	04/26/13	04/13	(boa) Bank of America	R-41285	ACH deposit		627.92	-81,722.92	
			NetChange= -7,947.34					-81,722.92 = Ending Balance =	
4512-0000			Excise Tax					-21,331.50 = Beginning Balance =	
			NetChange= 0.00					-21,331.50 = Ending Balance =	
5720-0000			Interest on Bank Account					-18.76 = Beginning Balance =	
5800	04/30/13	04/13	(1st) First Bank	K-91197	80		2.78	-21.54	Apr 13 interest
			NetChange= -2.78					-21.54 = Ending Balance =	
5800-0000			Late Fee					-380.88 = Beginning Balance =	
			NetChange= 0.00					-380.88 = Ending Balance =	
6210-0000			Building Repair/Maintena					14,801.60 = Beginning Balance =	
5800	04/01/13	04/13	(mppm) M-Progressive Prope	K-89452	3063	192.00		14,993.60	WO#32515; Work orders per
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90018	3077	408.00		15,401.60	WO#32714; Meet Benson Sy
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90240	3077	142.08		15,543.68	WO#32892; Clean electrical r
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90242	3077	12.00		15,555.68	WO#32829; Rooftop Door Fl
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90253	3077	228.00		15,783.68	WO#32900; Property check
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90264	3077	48.00		15,831.68	WO#32908; Found water on
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90310	3077	250.08		16,081.76	WO#32928; Meet Glendale S
5800	04/22/13	04/13	(wppm) W-Progressive Prop	K-90571	3084	82.08		16,163.84	WO#33006; Install Door Stop
5800	04/22/13	04/13	(wppm) W-Progressive Prop	K-90572	3084	24.00		16,187.84	WO#33005; Clean ATM's
5800	04/22/13	04/13	(wppm) W-Progressive Prop	K-90576	3084	72.00		16,259.84	WO#33049; Property check
5800	04/22/13	04/13	(tppm) T-Progressive Propert	K-90417	3087	154.08		16,413.92	WO#32946; 3rd floor commo
5800	04/29/13	04/13	(wppm) W-Progressive Prop	K-90954	3091	216.00		16,629.92	WO#33179; Property check
			NetChange= 1,828.32					16,629.92 = Ending Balance =	
6215-0000			Supplies - Repair/Mainten					4,998.55 = Beginning Balance =	
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90199	3077	15.83		5,014.38	WO#32782; Hot Call
5800	04/17/13	04/13	(ppm) Progressive Property	K-90456	3078	111.04		5,125.42	Apr 13 AMEX
5800	04/20/13	04/13	(ppm) Progressive Property	K-90610	3079	41.88		5,167.30	Apr 13 HD
			NetChange= 168.75					5,167.30 = Ending Balance =	
6220-0000			HVAC - Contract					7,237.33 = Beginning Balance =	
5800	04/22/13	04/13	(acs) Advanced Chemical So	K-90523	3086	296.00		7,533.33	Invoice 1172-Apr 13 water tr
			NetChange= 296.00					7,533.33 = Ending Balance =	
6225-0000			HVAC Repair/Maintenanc					17,789.51 = Beginning Balance =	
5800	04/01/13	04/13	(mec) ME-Controls, LLC	K-89448	3062	4,317.00		22,106.51	Invoice 300043-Install new B
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90199	3077	292.40		22,398.91	WO#32782; Hot Call
5800	04/22/13	04/13	(acs) Advanced Chemical So	K-90524	3085	470.00		22,868.91	Invoice 1173-found broken s
			NetChange= 5,079.40					22,868.91 = Ending Balance =	
6240-0000			Electrical Repair/Maintena					2,562.40 = Beginning Balance =	
5800	04/01/13	04/13	(mppm) M-Progressive Prope	K-89451	3063	282.20		2,844.60	WO#32518; Separate Circuit
			NetChange= 282.20					2,844.60 = Ending Balance =	
6245-0000			Plumbing Repair/Mainten					3,096.77 = Beginning Balance =	
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90241	3077	136.00		3,232.77	WO#32826; 3rd floor MRR ur
5800	04/15/13	04/13	(wppm) W-Progressive Prop	K-90252	3077	46.08		3,278.85	WO#32842; Leak 3rd Floor R

— Sample Monthly Report —

**General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013**

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
			NetChange= 182.08					3,278.85 = Ending Balance =	
6250-0000			Elevator - Contract					1,427.62 = Beginning Balance =	
5800	04/15/13	04/13	(kone) Kone Inc. NetChange= 162.16	K-90164	3076	162.16		1,589.78 Invoice 221159250-Apr 2013	
								1,589.78 = Ending Balance =	
6260-0000			Window/Door - Repair/Mai					138.00 = Beginning Balance =	
			NetChange= 0.00					138.00 = Ending Balance =	
6265-0000			Roof Repair/Maintenance					108.00 = Beginning Balance =	
			NetChange= 0.00					108.00 = Ending Balance =	
6350-0000			Lights-Bulbs/Ballasts					5,117.45 = Beginning Balance =	
5800	04/15/13	04/13	(wppm) W-Progressive Prop NetChange= 48.00	K-90265	3077	48.00		5,165.45 WO#32909; Exterior light che	
								5,165.45 = Ending Balance =	
6370-0000			Locks & Keys					696.37 = Beginning Balance =	
5800	04/29/13	04/13	(wppm) W-Progressive Prop NetChange= 92.16	K-90950	3091	68.16		764.53 WO#33117; Install Lock at	
Re	04/29/13	04/13	(wppm) W-Progressive Prop NetChange= 92.16	K-90951	3091	24.00		788.53 WO#33007; Latch Guard	
								788.53 = Ending Balance =	
6390-0000			Signs & Directories					1,923.33 = Beginning Balance =	
			NetChange= 0.00					1,923.33 = Ending Balance =	
6410-0000			Trash Disposal					2,482.56 = Beginning Balance =	
5800	04/09/13	04/13	(cityutil) City Of Glendale NetChange= 275.84	K-89949	3068	275.84		2,758.40 Acct # 00263956-00	
								2,758.40 = Ending Balance =	
6420-0000			Landscaping - Contract					6,000.00 = Beginning Balance =	
5800	04/09/13	04/13	(piazza) Piazza Commercial NetChange= 750.00	K-89748	3069	750.00		6,750.00 Invoice #7631: Mar 13, ferti	
								6,750.00 = Ending Balance =	
6425-0000			Landscaping - Extras					3,416.96 = Beginning Balance =	
5800	04/09/13	04/13	(piazza) Piazza Commercial NetChange= 683.53	K-89748	3069	683.53		4,100.49 Invoice #7631: Mar 13, ferti	
								4,100.49 = Ending Balance =	
6430-0000			Pest Control					125.00 = Beginning Balance =	
			NetChange= 0.00					125.00 = Ending Balance =	
6450-0000			Fire/Life/Safety					5,284.63 = Beginning Balance =	
5800	04/15/13	04/13	(benson) Benson Systems NetChange= 1,429.74	K-90345	3073	26.74		5,311.37 Invoice 012258-May 2013	
5800	04/15/13	04/13	(benson) Benson Systems	K-90074	3075	1,379.00		6,690.37 Invoice 101916-Annual fire i	
5800	04/22/13	04/13	(benson) Benson Systems	K-90393	3080	24.00		6,714.37 Invoice 102081-recharge AB	
								6,714.37 = Ending Balance =	
6520-0000			Janitorial					20,108.84 = Beginning Balance =	
5800	04/01/13	04/13	(pivot) Landmark Building MaiK-89565 NetChange= 2,610.59	3061		2,235.59		22,344.43 Invoice #43516: April 13	
5800	04/01/13	04/13	(pivot) Landmark Building MaiK-89517	3064		375.00		22,719.43 Invoice #43620: Clean all hi	
								22,719.43 = Ending Balance =	
6522-0000			Janitorial - Other					1,025.42 = Beginning Balance =	
5800	04/01/13	04/13	(swa) SW General, Inc. NetChange= -375.00	R-40769	none		375.00	650.42 :Prog Gen prepayment transf	
								650.42 = Ending Balance =	
6525-0000			Janitorial Supplies					8,264.88 = Beginning Balance =	
5800	04/29/13	04/13	(pivot) Landmark Building MaiK-90825 NetChange= 1,288.53	3090		1,288.53		9,553.41 Invoice 43856	
								9,553.41 = Ending Balance =	
6530-0000			Window Cleaning					0.00 = Beginning Balance =	
5800	04/01/13	04/13	(clean) Clean Distinction, LL NetChange= 1,536.00	K-89596	3060	1,536.00		1,536.00 Invoice 114598-Mar 2013	
								1,536.00 = Ending Balance =	
6550-0000			Dayporter Service					5,654.88 = Beginning Balance =	
5800	04/01/13	04/13	(pivot) Landmark Building MaiK-89565 NetChange= 628.32	3061		628.32		6,283.20 Invoice #43516: April 13	
								6,283.20 = Ending Balance =	

— Sample Monthly Report —

**General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013**

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
7110-0000			Electricity					90,448.52 = Beginning Balance =	
5800	04/09/13	04/13	(aps) APS NetChange= 7,982.02	K-89772	3067	7,982.02		98,430.54 Acct #523853285: Apr 13 98,430.54 = Ending Balance =	
7120-0000			Gas					9,523.23 = Beginning Balance =	
5800	04/15/13	04/13	(swgas) Southwest Gas Co NetChange= 53.67	K-90328	3074	53.67		9,576.90 Acct # 421-1726356-024 9,576.90 = Ending Balance =	
7130-0000			Water & Sewer					12,403.96 = Beginning Balance =	
5800	04/01/13	04/13	(cityutil) City Of Glendale	K-89371	3053	98.75		12,502.71 Acct #00259861-01: Mar 13	
5800	04/01/13	04/13	(cityutil) City Of Glendale	K-89372	3054	160.51		12,663.22 Acct #00137372-00: Mar 13	
5800	04/01/13	04/13	(cityutil) City Of Glendale	K-89373	3055	421.29		13,084.51 Acct #00137371-00: Mar 13	
5800	04/22/13	04/13	(cityutil) City Of Glendale	K-90641	3081	484.26		13,568.77 Acct # 00137371-00	
5800	04/22/13	04/13	(cityutil) City Of Glendale	K-90642	3082	302.98		13,871.75 Acct # 00137372-00	
5800	04/22/13	04/13	(cityutil) City Of Glendale NetChange= 1,580.79	K-90643	3083	113.00		13,984.75 Acct # 00259861-01 13,984.75 = Ending Balance =	
7140-0000			Telephone					1,733.92 = Beginning Balance =	
5800	04/01/13	04/13	(c) CenturyLink	K-89389	3056	52.61		1,786.53 Acct #623-939-1170 319B: 0	
5800	04/01/13	04/13	(c) CenturyLink	K-89390	3057	46.45		1,832.98 Acct #623-435-1462 020B: 0	
5800	04/01/13	04/13	(c) CenturyLink	K-89391	3058	47.01		1,879.99 Acct #623-930-6260 456B: 0	
5800	04/01/13	04/13	(c) CenturyLink	K-89392	3059	47.01		1,927.00 Acct #623-937-4221 560B: 0	
5800	04/29/13	04/13	(c) CenturyLink	K-90999	3092	46.42		1,973.42 Acct # 623-435-1462 020 B	
5800	04/29/13	04/13	(c) CenturyLink	K-91000	3093	46.98		2,020.40 Acct # 623-930-6260 456B	
5800	04/29/13	04/13	(c) CenturyLink	K-91001	3094	46.98		2,067.38 Acct # 623-937-4221 560B	
5800	04/29/13	04/13	(c) CenturyLink NetChange= 386.04	K-91002	3095	52.58		2,119.96 Acct # 623-939-1170 319B 2,119.96 = Ending Balance =	
7420-0000			Office Supplies					189.21 = Beginning Balance =	
5800	04/29/13	04/13	(mode) Mode Real Estate Ma NetChange= 34.53	K-91059	3096	34.53		223.74 Mar 13 223.74 = Ending Balance =	
7430-0000			Postage & Delivery					238.17 = Beginning Balance =	
5800	04/29/13	04/13	(mode) Mode Real Estate Ma NetChange= 13.14	K-91059	3096	13.14		251.31 Mar 13 251.31 = Ending Balance =	
7433-0000			Mileage Reimbursement					674.26 = Beginning Balance =	
5800	04/29/13	04/13	(mode) Mode Real Estate Ma NetChange= 112.47	K-91059	3096	112.47		786.73 Mar 13 786.73 = Ending Balance =	
7510-0000			Tenant Retention					166.37 = Beginning Balance =	
			NetChange= 0.00					166.37 = Ending Balance =	
7520-0000			Education & Training					27.72 = Beginning Balance =	
			NetChange= 0.00					27.72 = Ending Balance =	
7600-0000			Management Fees					27,210.62 = Beginning Balance =	
5800	04/03/13	04/13	(mode) Mode Real Estate Ma	K-89683	3065	2,000.00		29,210.62 Apr 2013	
5800	04/03/13	04/13	(mode) Mode Real Estate Ma NetChange= 3,000.00	K-89706	3066	1,000.00		30,210.62 Apr 2013 Retail only 30,210.62 = Ending Balance =	
7630-0000			Permits & Licenses					139.20 = Beginning Balance =	
			NetChange= 0.00					139.20 = Ending Balance =	
8052-0000			Commission					1,639.95 = Beginning Balance =	
			NetChange= 0.00					1,639.95 = Ending Balance =	
8610-0000			Tenant Improvements					4,176.67 = Beginning Balance =	
			NetChange= 0.00					4,176.67 = Ending Balance =	
8620-0000			Building Improvements					1,103.06 = Beginning Balance =	
			NetChange= 0.00					1,103.06 = Ending Balance =	
8625-0000			HVAC Replacement					5,582.00 = Beginning Balance =	
			NetChange= 0.00					5,582.00 = Ending Balance =	

— Sample Monthly Report —

General Ledger (Cash)
5800 W. Glenn Dr. - (5800)
April 2013

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
						30,504.28	37,996.87		

— Sample Monthly Report —

Aged Receivables Summary
 5800 W. Glenn Dr. (5800)
 As of Date: 04/15/2013

Code	Name	Unit	Amount Receivable	Not Due This Date	0-30 Days	30-60 Days	60-90 Days	Over 90 Days	Available Prepay
boa	Bank of America	100	556.90	0.00	119.99	0.00	0.00	436.91	0.00
visit	Glendale Visitor's Center	140	-229.35	0.00	-229.35	0.00	0.00	0.00	-229.35
essprop	Essential Properties, Inc.	225	0.00	0.00	0.00	0.00	0.00	0.00	0.00
arellano	Arellano Real Estate, LLC	250	639.36	0.00	639.36	0.00	0.00	0.00	0.00
jarnagin	Jarnagin & Jarnagin, Inc.	252	0.00	0.00	0.00	0.00	0.00	0.00	0.00
cofc	Glendale Chamber of Comm	260/275	0.00	0.00	0.00	0.00	0.00	0.00	0.00
bain	Bain & Lauritano, PLC	310	0.00	0.00	0.00	0.00	0.00	0.00	0.00
swa	SW General, Inc.	A-D&F-I	-955.29	0.00	-955.29	0.00	0.00	0.00	-955.29
chefom	By Chef Tom, LLC	E	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			11.62	0.00	-425.29	0.00	0.00	436.91	-1,184.64

— Sample Monthly Report —

Receivable Summary by Account
5800 W. Glenn Dr. (5800)
Date Range: All dates
mm/yy Range: Apr 2014
Summary Type: Tenant/Account

Unit	Tenant	Name	Sqft Rent	Account Code	Description	Prior Balance	Current Charges	Receipt Amount	Balance
100	boa	Bank of America	7,220.00	2310-0000	Sales Tax Collecte	2.41	505.93	505.93	2.41
			14,680.67	4500-0000	Rental Income	149.16	14,379.83	14,379.84	149.15
				2210-0000	Prepaid Rent	-899.97	0.00	-0.02	-899.95
				4510-0000	Operating Expense	371.58	500.50	500.50	371.58
						-376.82	15,386.26	15,386.25	-376.81
140	visit	Glendale Visitor's	2,152.00	2310-0000	Sales Tax Collecte	10.39	10.39	20.78	0.00
			0.00	4510-0000	Operating Expense	76.23	305.58	361.81	0.00
						86.62	315.97	402.59	0.00
225	essprop	Essential Propertie	754.00	2310-0000	Sales Tax Collecte	0.00	30.98	30.98	0.00
			911.08	4500-0000	Rental Income	0.00	911.08	911.08	0.00
									0.00
250	arellano	Arellano Real Estat	418.00	2310-0000	Sales Tax Collecte	0.00	21.37	21.37	0.00
			627.00	4500-0000	Rental Income	0.00	627.00	627.00	0.00
									0.00
						0.00	649.70	649.70	0.00
252	jarnagin	Jarnagin & Jarnagi	1,224.00	2310-0000	Sales Tax Collecte	0.00	38.15	38.15	0.00
			1,122.00	4500-0000	Rental Income	0.00	1,122.00	1,122.00	0.00
						0.00	1,160.15	1,160.15	0.00
260/275	cofc	Glendale Chamber	4,171.00	2310-0000	Sales Tax Collecte	0.00	106.36	106.36	0.00
			3,128.25	4500-0000	Rental Income	0.00	3,128.25	3,128.25	0.00
						0.00	3,234.61	3,234.61	0.00
310	bain	Bain & Lauritano, P	1,736.00	2310-0000	Sales Tax Collecte	-64.48	81.01	16.53	0.00
			2,314.66	4500-0000	Rental Income	-2,314.66	2,314.66	0.00	0.00
						-2,379.14	2,395.67	16.53	0.00
A-D&F-I	swa	SW General, Inc.	10,025.00	2310-0000	Sales Tax Collecte	2,085.71	791.44	1,031.15	1,846.00
			15,538.75	4500-0000	Rental Income	0.00	15,538.75	15,538.75	0.00
									21,099.91
						23,185.62	24,069.03	24,069.02	23,185.63
E	cheftom	By Chef Tom, LLC	1,233.00	2310-0000	Sales Tax Collecte	-26.65	0.00	0.00	-26.65
			0.00	4500-0000	Rental Income	-719.25	0.00	0.00	-719.25
									-305.75
						-1,051.65	0.00	0.00	-1,051.65
Prop Total - before						19,464.63	48,153.45	45,860.91	21,757.17
Non-Tenant Receipt								649.70	
								46,510.61	

— Sample Monthly Report —

Budget Comparison Cash Flow (Cash)
5800 W. Glenn Dr. - (5800)
April 2013
\$1,000 +/-

	MTD Actual	MTD Budget	\$ Var.	% Var.	YTD Actual	YTD Budget	\$ Var.	% Var.	Annual
INCOME									
RENT INCOME									
Rental Income	29,671.75	36,863.00	-7,191.25	-19.51	274,188.31	384,960.00	-110,771.69	-28.77	458,686.00
Operating Expense Recovery/CAM	7,947.34	9,500.00	-1,552.66	-16.34	81,722.92	95,000.00	-13,277.08	-13.98	114,000.00
Excise Tax	0.00	0.00	0.00	0	21,331.50	14,950.00	6,381.50	42.69	14,950.00
NET RENT INCOME	37,619.09	46,363.00	-8,743.91	-18.86	377,242.73	494,910.00	-117,667.27	-23.78	587,636.00
OTHER INCOME									
Interest on Bank Accounts	2.78	0.00	2.78	0	21.54	0.00	21.54	0	0.00
Late Fee	0.00	0.00	0.00	0	380.88	0.00	380.88	0	0.00
TOTAL OTHER INCOME	2.78	0.00	2.78	0	402.42	0.00	402.42	0	0.00
TOTAL INCOME	37,621.87	46,363.00	-8,741.13	-18.85	377,645.15	494,910.00	-117,264.85	-23.69	587,636.00

Income Variance : Negative Variance Total Income (\$8,741.13)

- Non-anticipated move-outs of Smith Construction (\$6,430) & CTE (\$1,593)
- Operating Expense Payments by Fire Admin (\$2,067 goes directly to City but accounted for in Budget) = (\$2,067 per month)

EXPENSES

DIRECT EXPENSES

Building Repair/Maintenance	1,828.32	750.00	-1,078.32	-143.7	16,629.92	7,500.00	-9,129.92	-121.7	9,000.00
Negative Variance (\$1,078.32) due to:									
Unanticipated repairs thru-out, including installation of door closure hardware, cleaning out all storage rooms and storage of all Chemicals due to City inspection; FLS deficiencies, met with Benson for access thru-out for repairs, major light replacements thru-out; many repairs for B of A that will be back-charged to Tenant; toilets running/repairs; roof inspection found water float to cooling tower broken off. Attended Environmental Inspection and grease trap inspection, gave access to inspectors									
Supplies - Repair/Maintenance	168.75	170.00	1.25	0.74	5,167.30	1,700.00	-3,467.30	-203.9	2,040.00
HVAC - Contract	296.00	850.00	554.00	65.18	7,533.33	8,500.00	966.67	11.37	10,200.00
HVAC Repair/Maintenance	5,079.40	1,279.00	-3,800.40	-297.1	22,868.91	17,790.00	-5,078.91	-28.55	25,348.00
Negative Variance (\$3,800.40) due to:									
Approved emergency HVAC controller replacement									
Electrical Repair/Maintenance	282.20	105.00	-177.20	-168.7	2,844.60	1,050.00	-1,794.60	-170.9	1,260.00
Plumbing Repair/Maintenance	182.08	500.00	317.92	63.58	3,278.85	5,250.00	1,971.15	37.55	6,250.00
Elevator - Contract	162.16	164.00	1.84	1.12	1,589.78	1,595.00	5.22	0.33	1,923.00
Elevator - Repair/Maintenance	0.00	0.00	0.00	0	0.00	100.00	100.00	100.00	145.00
Window/Door - Repair/Maint	0.00	0.00	0.00	0	138.00	0.00	-138.00	0	0.00
Roof Repair/Maintenance	0.00	0.00	0.00	0	108.00	600.00	492.00	82.00	900.00
Fire Protection	0.00	270.00	270.00	100.00	0.00	4,447.00	4,447.00	100.00	4,547.00
Lights-Bulbs/Ballasts	48.00	150.00	102.00	68.00	5,166.45	1,500.00	-3,666.45	-244.3	1,800.00
Locks & Keys	92.16	15.00	-77.16	-514.4	788.53	150.00	-638.53	-425.6	180.00
Signs & Directories	0.00	0.00	0.00	0	1,923.33	300.00	-1,623.33	-541.1	300.00
Trash Disposal	275.84	276.00	0.16	0.06	2,758.40	2,760.00	1.60	0.06	3,312.00
Landscaping - Contract	750.00	750.00	0.00	0.00	6,750.00	7,500.00	750.00	10.00	9,000.00
Landscaping - Extras	683.53	250.00	-433.53	-173.4	4,100.49	3,518.00	-582.49	-16.56	8,043.00
Pest Control	0.00	35.00	35.00	100.00	125.00	175.00	50.00	28.57	297.00
Fire/Life/Safety	1,429.74	0.00	-1,429.74	0	6,714.37	0.00	-6,714.37	0	0.00
Negative Variance (\$1,429.74) due to:									
\$1,379 annual Fire Inspection (timing)									
Janitorial	2,610.59	2,502.00	-108.59	-4.34	22,719.43	25,020.00	2,300.57	9.19	30,024.00
Janitorial - Other	-375.00	0.00	375.00	0	650.42	400.00	-250.42	-62.61	800.00
Janitorial Supplies	1,288.53	800.00	-488.53	-61.07	9,553.41	8,000.00	-1,553.41	-19.42	9,600.00
Window Cleaning	1,536.00	0.00	-1,536.00	0	1,536.00	1,695.00	159.00	9.38	1,748.00
Dayporter Service	628.32	680.00	51.68	7.60	6,283.20	6,800.00	516.80	7.60	8,160.00
Pressure Washing	0.00	0.00	0.00	0	0.00	510.00	510.00	100.00	510.00
TOTAL DIRECT EXPENSES	16,966.62	9,546.00	-7,420.62	-77.74	129,226.72	106,860.00	-22,366.72	-20.93	135,387.00
UTILITIES									
Electricity	7,982.02	8,150.00	167.98	2.06	98,430.54	109,065.00	10,634.46	9.75	128,865.00

— Sample Monthly Report —

**Budget Comparison Cash Flow (Cash)
5800 W. Glenn Dr. - (5800)
April 2013
\$1,000 +/-**

	MTD Actual	MTD Budget	\$ Var.	% Var.	YTD Actual	YTD Budget	\$ Var.	% Var.	Annual
Gas	53.67	60.00	6.33	10.55	9,576.90	2,054.00	-7,522.90	-366.2	2,184.00
Water & Sewer	1,580.79	500.00	-1,080.79	-216.1	13,984.75	15,030.00	1,045.25	6.95	18,430.00
Telephone	386.04	203.00	-183.04	-90.17	2,119.96	2,030.00	-89.96	-4.43	2,436.00
TOTAL UTILITIES	10,002.52	8,913.00	-1,089.52	-12.22	124,112.15	128,179.00	4,066.85	3.17	151,915.00
Negative Variance (\$1,089.52) due to: Water/Sewer -\$1,080.79 over budget									
GENERAL & ADMINISTRATIVE									
Office Supplies	34.53	18.00	-16.53	-91.83	223.74	180.00	-43.74	-24.30	216.00
Postage & Delivery	13.14	25.00	11.86	47.44	251.31	250.00	-1.31	-0.52	300.00
Mileage Reimbursement	112.47	90.00	-22.47	-24.97	786.73	900.00	113.27	12.59	1,080.00
Tenant Retention	0.00	0.00	0.00	0	166.37	200.00	33.63	16.82	200.00
Education & Training	0.00	0.00	0.00	0	27.72	0.00	-27.72	0	0.00
Management Fees	3,000.00	3,000.00	0.00	0.00	30,210.62	30,000.00	-210.62	-0.70	36,000.00
Permits & Licenses	0.00	0.00	0.00	0	139.20	90.00	-49.20	-54.67	90.00
TOTAL G & A EXPENSE	3,160.14	3,133.00	-27.14	-0.87	31,805.69	31,620.00	-185.69	-0.59	37,886.00
TOTAL OPERATING EXPENSES	30,129.28	21,592.00	-8,537.28	-39.54	285,144.56	266,659.00	-18,485.56	-6.93	325,188.00
NET OPERATING INCOME	7,492.59	24,771.00	-17,278.41	-69.75	92,500.59	228,251.00	-135,750.41	-59.47	262,448.00
NON-REIMBURSABLE EXPENSES									
Commission	0.00	0.00	0.00	0	1,639.95	0.00	-1,639.95	0	0.00
TOTAL NON-REIMBURSABLE	0.00	0.00	0.00	0	1,639.95	0.00	-1,639.95	0	0.00
MAJOR IMPROVEMENTS									
Tenant Improvements	0.00	0.00	0.00	0	4,176.67	0.00	-4,176.67	0	0.00
Building Improvements	0.00	0.00	0.00	0	1,103.06	0.00	-1,103.06	0	0.00
HVAC Replacement	0.00	0.00	0.00	0	5,582.00	0.00	-5,582.00	0	0.00
TOTAL MAJOR IMPROVEMEN	0.00	0.00	0.00	0	10,861.73	0.00	-10,861.73	0	0.00
NET INCOME	7,492.59	24,771.00	-17,278.41	-69.75	79,998.91	228,251.00	-148,252.09	-64.95	262,448.00
ADJUSTMENTS									
Prepaid Rent	-374.99	0.00	-374.99	0	791.99	0.00	791.99	0	0.00
Tenant Deposits	0.00	0.00	0.00	0	943.00	0.00	943.00	0	0.00
Sales Tax Collected & Payable	-201.79	0.00	-201.79	0	305.87	0.00	305.87	0	0.00
Owner Draw	-24,379.00	0.00	-24,379.00	0	-108,085.49	0.00	-108,085.49	0	0.00
TOTAL ADJUSTMENTS	-24,955.78	0.00	-24,955.78	0	-106,044.63	0.00	-106,044.63	0	0.00
CASH FLOW	-17,463.19	24,771.00	-42,234.19	-170.5	-26,045.72	228,251.00	-254,296.72	-111.41	262,448.00
Beginning Cash	43,897.47								
Ending Balance	26,434.28								

RFP #15-06

1.4.3 SUBCONTRACTORS

Table of Contents

- Building Engineering Services
- Janitorial Service
- Fire & Safety
- HVAC & Water Treatment
- Landscaping
- Pest Control

— *Current Subcontractors on Project* —

Building Engineering Services:

Paragon Services, Inc.

Current Vendor:

Paragon Services provides comprehensive, sustainable building services, encompassing engineering and maintenance capabilities for a wide variety of commercial locations including 5800 West Glenn. Originally founded in San Diego in 1999, now operates in four different markets, and is dedicated to providing top quality services with personal attention at a fair price. Paragon has experience in building operations and systems and local 24/7 on-call coverage available, they are quick to respond to all of our urgent needs.

Key Staff:

Joseph A. Boni, LEED AP, FMA Principal
Daniel P. Porter Operations manager
Erik Davis, Utility Engineer

Lloyd Scates, RPA, Principal
Travis Stapley, Building Engineer
Adam Hoskins, Utility Engineer

PARAGON SERVICES LLC
2330 W Mission Lane suite 12
Phoenix AZ 85021
PH. 602-252-4585
FAX. 602-252-4605

Janitorial Service:

Pivot Janitorial

Current Vendor:

Pivot Building Services has been serving Arizona for over 17 years. Darron Provost, General Manager has been in the industry over 25 years in Arizona and all senior management combined they have over 94 years of experience as our preferred janitorial company.

Fire & Life Safety:

Benson Systems

Current Vendor:

Benson Systems employs approximately 100 people and has more than 70 vehicles in the fleet. Many employees have been with Benson company for well over for over 20 years. Benson Systems is proud be a family owned, privately held company. They have multiple divisions within Benson Systems including Security and Life Safety, Fire Sprinkler, HVAC, Plumbing, Electrical.

Other customers include Apollo Group (University of Phoenix,) Boeing, ASM America, CBRE, Banner Medical Centers and thousands of others.

— *Current Subcontractors on Project* —

HVAC & Water Treatment:

ME Commercial Services

Current Vendor:

MEC is 3 generations deep in the HVAC industry, a family owned company with over 60 years of combined experience working with commercial and industrial air or water cooled HVAC Equipment. They spent the last 18 years successfully servicing Arizona, California and Nevada. The outstanding service team is dedicated to ensuring the success of every service call. They are not driven by large profits, but rather focus on long standing client relationships and a higher degree of trust. They have 3 divisions of service:

ME Commercial Services www.meservs.com is a full service mechanical contractor handling service, retrofit and TI projects.

Advanced Chemical Solutions www.advchemsol.com to provide superior water treatment service.

ME-Controls www.me-controls.com to provide service and installation of building automation systems. EMS & HVAC controls.

Key personnel:

Roger & Sandy Benson owner of ME Commercial Services, Roger has a technical background as a journeyman technician since the 1960's. He has experience as a regional manager for a fortune 500, HVAC conglomerate from 87 to 95, where he then came to AZ. In 95 started a mechanical contracting company which grew to significant success until sold in 2008.

Eric Benson, owner of Advanced Chemical Services. After obtaining BS in Finance as Fresno State, came to AZ and started the water treatment division. Eric is also a journeyman HVAC technician. He eventually became the CFO of the above mentioned company.

Sean Benson, owner of ME-Controls. Joined Roger in building the company in 1996. Sean is a journeyman technician and has managed operations of company. His company is a certified Novar installer and has vast experience in project management.

They have 8 technicians, & 3 admin service staff.

Landscaping:

Piazza Landscaping

Current Vendor:

Piazza Commercial Landscape Services, Inc. is a full service landscape management company. Their business is taking care of customer's landscape environment, striving to provide high quality, reliable service in a cost efficient manner. They have been providing landscape management services since 1977 (37 years) and specialize in small, medium and large properties and utilize well-trained, professional personnel to provide services to clients such as the City of Glendale, services currently performed are:

- Landscape design
- Maintenance
- Tree trimming
- Stump grinding
- Fertilization
- 24 hour emergency service
- Installation
- Irrigation (repair and installation)
- Tree removal
- Weed control
- Olive tree spraying
- Disease/insect identification and treatment

— *Current Subcontractors on Project* —

Pest Control:

Heritage Pest Control

Current Vendor:

Heritage Pest & Termite Control, LLC was licensed by the Structural Pest Control Commission on July 5, 1976, and has been in continuous operation. Their QP's (Qualifying Party) and all technicians are EPA certified, (with a combined total of 187 years of experience), and, all attend continuing education classes each year. Heritage is a full-service company licensed to provide pest, termite, weeds, fumigation, turf & ornamental and wood destroying Inspections.

RFP #15-06

1.4.4 FEES

The fees are on “Price Sheet” on page 4 of this offer package pursuant to 2.3.2 of Preparation Instructions.

RFP #15-06

1.4.5 REFERENCES

Gael Pardi

Owner:

5225 N. Central Ave
Phoenix, AZ 85012

Contact Information:

Phone: 510-836-4029

Email: gaelnp@hotmail.com

Randy Levin

Owner 3 Buildings MODE manages:

Biltmore Highlands
2211 E. Highland
Phoenix, AZ 85016

2715 South Hardy Drive
Tempe, AZ 85282

23010 N. 17th Drive
Phoenix, AZ 85027

Contact Information:

Cell: 602-980-1157

Email: randylevin@mrlpartnersllc.com

Teresa Cooper

Owner:

7525 E. Broadway Road
Mesa, AZ 85208

Contact Information:

Cell: (602) 339-1860

Email: tmcooperaz@msn.com

— Letter Of Recommendation —



December 4th, 2012

Dear Patty, Joe, and Jon,

I am the executive administrative assistant/office manager here at Bristol Global Mobility at 2001 N 3rd Street. I am writing this letter to commend 3 of your employees. They are Leslie Wagner, Mike Eddy and Lance Wooten. Let me explain why.

Before working with Mode, at our previous location we leased a small 4,000 square foot office space. After 5 years we outgrew that. The owner of our company (Steven Todare) purchased a building (2001 N 3rd Street) for us to move into and had it completely gutted and renovated. This building also came with tenants. I was nervous at first, since I had managed our last office and the logistics but not to this extent. Steve assured me that there was no need to worry. He hired Mode and said they would take care of everything. Your team has gone above and beyond that.

Once the renovations and construction started, Leslie and Mike would come to the weekly meetings at the building with the contractors and us. They recommended things that we would have never known to bring up and saved us a lot of money in the process throughout the construction. For that we are extremely thankful.

Once we moved in on October 1st, once again Leslie and Mike were here the first week of the move to help me as much as they could. To say it was a hard week for me would be an understatement. Everyone was asking me a million questions, I was trying to unpack the whole office, and on top of that my normal day job had been severely neglected by that point. Just when I felt like I had failed, there was Leslie. She took me to the side and talked to me and asked if there was anything that she could do. I will never forget how nice she was and how much better I felt after she talked to me. Once Mike found out I was upset, he came and talked to me as well. I knew right away from day one that I could trust them and this partnership was going to be one of the easy parts of my job. That is exactly what they have done since then. Made my job easy.

I never have to follow-up with Leslie or ask if they received my phone calls or emails because I get immediate responses. That is a rare find these days and it just builds my confidence and trust in Mode that much more.

— Letter Of Recommendation —

Last month, Lance was introduced to us as an engineer for this building. Once again, the kindness and professionalism was the same as Leslie and Mike. It says a lot when you meet three employees from a company and they have the same qualities and present themselves in the same manner. It shows that the company's leadership takes their reputation seriously and passes that on to the employees. Lance was extremely helpful and courteous. The items that he worked on individually or with Mike were done correctly and in some cases they made improvements to items while they were fixing issues once again saving us money in the process.

I know since we have started the relationship with Mode we have taken up more time than usual for the Lance, Leslie and Mike. I apologize if that was the case. They are so knowledgeable in each of their specialties and that helped me a great deal while I was finishing up with the construction company. This is invaluable to me and I don't know if this letter can even express how thankful I am.

Please pass on my compliments to all of them and thank you for the wonderful service you provide. I will also be sharing this letter with the owner of my company, so if he has any future properties that he purchases he will know he made the right decision with Mode.

Thanks for taking the time out of your day to read this. I am available any time if you would like additional information.

From all of us here at Bristol Global Mobility, have a wonderful holiday season.

Vanessa Almeida



Executive Administrative Assistant
Bristol Global Mobility
Telephone: 602-586-3810 | Mobile: 203-368-8762
Email: valmeida@bristolglobal.com
2001 N 3rd Street, Suite 200, Phoenix AZ, 85004

— Letter Of Recommendation —

Patty Hartley
President
MODE Real Estate Management Services
4414 N. Civic Center Plaza, Suite 100
Scottsdale, AZ 85251

Dear Patty,

This letter has been written to document how pleased we are with the MODE services that you and your staff provide to us and the tenants at our building. Through MODE we have been able to get an individualized plan that fits the specific needs of our tenants as well as our financial goals for the building.

We are extremely happy to work with you, Astrid, Jake, Lauren, and Synde. Everyone is truly a team that has worked hard to get the maximum service to our building and its needs.

Over one year ago, we had tremendous financial concerns and came to MODE for your expertise and help. It has been Astrid that has help strategized from November, 2011 to the present to help us get through these tough financial times.

Through Astrid's diligent work and knowledge, we have developed budgets and looked for methods to be cost effective with bills and services while still maintaining a high level of customer service.

With her guidance, we have been able to complete major projects that we had put aside for many years. These projects included new roofing for both buildings, paving resurfacing for the parking lot, and other projects.

Astrid is always available by email or phone and has been committed to continue our goal of saving money for future TI's as well as make the building profitable for us.

Please extend to Astrid our continued thanks and recognition that she is extremely valued as a member of the MODE team and to us.

Most Sincerely,


Teresa Cooper

Broadway East Medical Center

— Letter Of Recommendation —

PARDI PROPERTIES

August 6, 2008

To Whom It May Concern:

I have been a happy client of Levrose/Mode for several years and I can truly say that they are one of a kind.

As a building owner of two office buildings in the Phoenix area, it is important to have someone who has your best interests in mind and I have always felt that way with Levrose/Mode.

They have been willing to listen to my ideas and are not hesitant to encourage different views and approaches, when needed.

I would highly recommend Levrose/Mode for any owner looking to have strong management while not feeling like they are lost in the shuffle.

Sincerely,



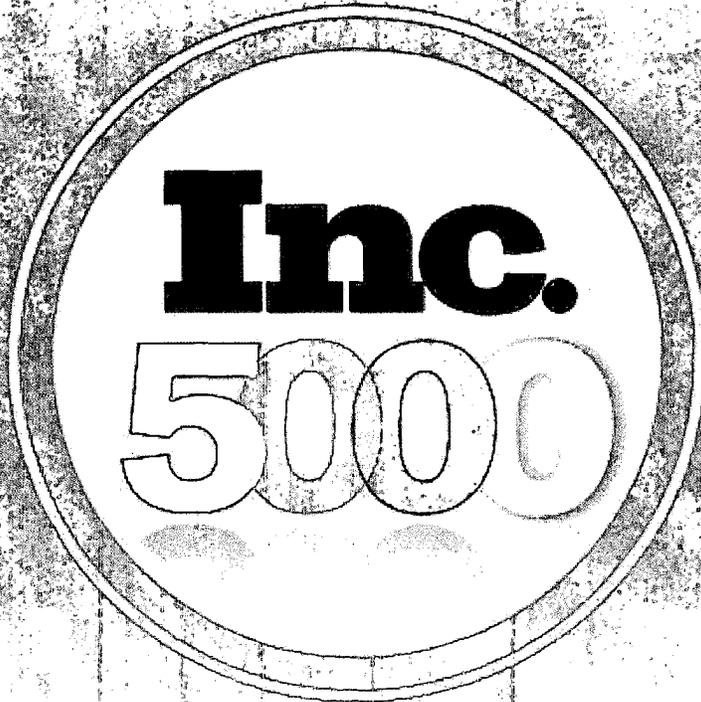
Gasi Pardi
Pardi Properties

510-836-4029

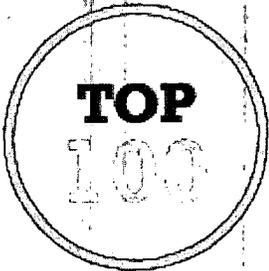
gaelnp@hotmail.com

— In The News —

AMERICA'S FASTEST GROWING PRIVATE COMPANIES



**Levrose Commercial Real Estate/
MODE Real Estate Managment Services**



**REAL ESTATE
COMPANIES**



**ARIZONA
COMPANIES**



**PHOENIX METRO
COMPANIES**

— *In The News* —

Levrose Commercial Real Estate/MODE Commercial Real Estate Management Named as one of INC. 5000 Fastest-Growing Companies

SCOTTSDALE, Arizona. (Sept. 19, 2013) – LevRose Commercial Real Estate/ MODE Commercial Real Estate Management has been named one of the fastest growing companies to the prestigious INC. 5000 list for the first time. This is a tremendous honor as LevRose/MODE joins an elite and exclusive list of companies that included Zappos, Microsoft, Jamba Juice, Under Armor and Otterbox. This is an impressive list and is an incredible distinction for LevRose/MODE.

“We are honored to be recognized as one of the fastest growing companies in America,” said Jonathan Rosenberg, President of Levrose Commercial Real Estate. “Over the past few years, we have worked very hard to grow our company and connect more closely with our clients.”

Jonathan Rosenberg and partner Robert Levine founded the company in 1992. Since its introduction 20 years ago, Levrose Real Estate has grown from a two-man operation to a 28 person team and has been a part of many significant sale and lease transactions in the Greater Phoenix area.

The team at Levrose/MODE is dedicated to finding the best available space, while negotiating the most cost-effective solutions for their clients. Levrose has built a strong reputation in assisting both small and large professional firms by creating outstanding long-term relationships with their clients.

This honor emphasizes the commitment to excellence not only in our brokers and staff, but also our dedication to our clients’ and property owner’s satisfaction when it comes to leasing, buying, selling and managing commercial property.

ABOUT LEVROSE COMMERCIAL REAL ESTATE

LevRose Commercial Real Estate & MODE Commercial Real Estate Management is a market leader in commercial real estate services in the Greater Phoenix metro area. Since 1992, LevRose/MODE has been helping clients with every aspect of leasing, buying, selling and managing commercial properties. With some of the top professionals in the industry, LevRose takes a higher level of accountability for each client. Commercial Property management is handled through affiliate firm MODE Real Estate Management Services. MODE has a unique, professional approach to the management of office, retail and medical properties. To learn more about Levrose Real Estate, please visit www.levrose.com. For MODE, please visit www.modecommercial.com.

— In The News —



From left: Norm Scott, national director, USA; John Dahlin, managing director, Greater Phoenix. ©2014 DuaneBarling.com

1
last year
1

COLLIERS INTERNATIONAL

2390 E. Camelback Rd., #208
Phoenix, AZ 85016
602-222-5020 · colliers.com/greaterphoenix

Year Est: 1980 **Properties Managed:** 72
Principal(s): John Dahlin; Norm Scott

PROPERTY MANAGEMENT

DATA REFLECTS BUSINESS DONE IN ARIZONA AND IN A 12-MONTH PERIOD

As our clients' business partner and expert advisor, our team connects specialists throughout our enterprise to build a management strategy that directly addresses the clients' needs. We deliver creative and innovative solutions that protect, enhance and optimize the value of the asset. While most firms just quantify asset value on a balance sheet, Colliers International takes a more holistic approach to real estate management. We measure the performance of an asset as a whole, considering the subtle drivers that enable us to manage property at a higher standard while maximizing asset value. By leveraging local market expertise, our clients benefit from a flexible and customized approach. We assemble a full-service team of professionals, led by an experienced account manager—a single point of contact — to focus on each client's specific short- and long-term goals for the property. Our local property managers have an average of more than 15 years of experience in commercial property management. Services include local accounting, maintenance services, facility management, project management and a 24-hour customer service center. Our client base includes institutional and private capital investors, and our managed portfolio includes a full spectrum of property types. Backed by our integrated real estate platform and sophisticated systems and technology, Colliers has proven itself as a trusted advisor and manager.

2 CBRE

2415 E. Camelback Rd., Phoenix, AZ 85016
602-735-5555 · cbre.com/phoenix
Year Est: 1952 **Properties Managed:** 199
Principal(s): Craig Henig, Andi St. John (Phx); Michael Stillb, Mona Deane (Tucson)
Specialties: Property mgt., leasing, tenant relations, tech. services

3 NEWMARK GRUBB KNIGHT FRANK

2398 E. Camelback Rd., #950, Phoenix, AZ 85016
602-952-3800 · newmarkkf.com
Year Est: 1977 **Properties Managed:** 6
Principal(s): Eric Forshee
Specialties: Building operations, accounting, contract, facilities management and more

4 GPE MANAGEMENT SERVICES

2777 E. Camelback Rd., #230, Phoenix, AZ 85016
480-994-8155 · gpe1.com
Year Est: 1973 **Properties Managed:** 66
Principal(s): Ronald V. Genovese, David M. Genovese
Specialties: GPE manages commercial property, including office, retail and industrial with special focus on healthcare properties

5 NAI HORIZON

2944 N. 44th St., #200, Phoenix, AZ 85018
602-955-4000 · naihorizon.com
Year Est: 1989 **Properties Managed:** 42
Principal(s): Terry Martin-Denning, Thad Seligman
Specialties: Providing owners and investors full-service commercial property mgmt. services for office, industrial and retail properties

6 CUSHMAN & WAKEFIELD OF ARIZONA INC.

2555 E. Camelback Rd., #300, Phoenix, AZ 85016
602-253-7900 · cushwake.com
Year Est: 1987 **Properties Managed:** 106 properties, 16MM SF
Principal(s): Cathy Teeter, Mark Stevens
Specialties: Property, project and facility management for office, industrial and retail properties

7 CCMC

8360 E. Via de Ventura, #L100, Scottsdale, AZ 85258
480-921-7500 · ccmnet.com
Year Est: 1973 **Properties Managed:** 61 Associations in Arizona
Principal(s): Bart Park
Specialties: Community association management of master planned communities, pre-development consulting, lifestyle services

8 MODE REAL ESTATE MANAGEMENT SERVICES LLC

4414 N. Civic Center Plaza, #100, Scottsdale, AZ 85251
480-294-6001 · modecommercial.com
Year Est: 2008 **Properties Managed:** N/A
Principal(s): Patty Hartley
Specialties: TCN Worldwide Real Estate Network property/asset management group; member of IREM, BOMA, AZCREW

9 COMMERCIAL PROPERTIES INC.

2323 W. University Dr., Tempe, AZ 85281
480-966-2301 · cpiaz.com
Year Est: 1981 **Properties Managed:** 130
Principal(s): L. Breinholt, T. Breinholt, S. Cannon, B. Ruddle
Specialties: Property & association mgmt. services, optional on-site mgmt., local accounting dept., court-appointed receivership services

10 TUCSON REALTY & TRUST CO. MANAGEMENT SERVICES, L.L.C.

2525 E. Broadway Blvd., #111, Tucson, AZ 85716
520-327-0009 · ttrmanagement.com
Year Est: 1911 **Properties Managed:** WND
Principal(s): George H. Amos, III, chairman, CEO; Marcy Kline, pres.
Specialties: Full-service management, single family, multi-family

— In The News —



BROKERAGE FIRMS: 24 BROKERS OR FEWER

DATA REFLECTS BUSINESS DONE IN ARIZONA AND IN A 12-MONTH PERIOD

1
last year
2

Front, from left: David M. Genovese, president; Ron V. Genovese, founder and designated broker; Nick Pelusio; Brooke Askew-Rossi; Kristina Konen. Back row: Bret Isbell; Julie Johnson, CCIM; Kathleen Morgan, CCIM; Trisha Talbot, CCIM.
©2014 DuaneDarling.com

GPE COMMERCIAL ADVISORS

2777 E. Camelback Rd., #230, Phoenix, AZ 85016
480-994-8155 · gpe1.com
Year Est: 1973 Brokers: 20
Principal(s): David Genovese, Ronald Genovese

GPE Commercial Advisors, LLC is pleased to have been placed by "Ranking Arizona" as No. 1 in our class. All of us at GPE take great pride in the commitment, professionalism and expert guidance we provide to each of our clients while emulating our core values. Their success is our success — a simple formula that is backed by our complete commitment and effort to provide the best representation, market knowledge and resources available. We are in our fifth decade of providing our clients with full service commercial real estate services, including leasing, sales, consulting, research and individual personal attention. Add that to our full service property management company, GPE Management Services, LLC, and we now represent nearly 10 million square feet of commercial space and have exceeded \$2 billion in transactions. Now that we have once again achieved Ranking Arizona's top position and are recognized by CoStar as a top leasing company in Phoenix, we plan to work hard to keep the honors. Learn more about how the GPE Companies can help you achieve your goals at gpe1.com. We invite you to follow us on our social networks by visiting gpe1.com/twitter, gpe1.com/facebook and gpe1.com/linkedin.

2 TUCSON REALTY & TRUST CO.
333 N. Wilmot Rd., #340, Tucson, AZ 85711
520-577-7000 · tucsonrealty.com
last year 1
Year Est: 1911 Brokers: 9
Principal(s): Hank Amos
Specialties: Commercial sales/leasing for office, industrial, retail, land, investment; corporate services; consulting

3 ORION INVESTMENT REAL ESTATE
7135 E. Camelback Rd., #202, Scottsdale, AZ 85251
480-634-6934 · orionprop.com
last year 3
Year Est: 2009 Brokers: 13
Principal(s): Ari Spiro, Sean Stutzman
Specialties: Disposition and acquisition of commercial and multifamily properties throughout the Western U.S.

4 SPERRY VAN NESS
3200 E. Camelback Rd., #280, Phoenix, AZ 85C18
480-425-5500 · svnpartners.com
last year --
Year Est: 1991 Brokers: 18
Principal(s): S. Tucker-Gasser, N. Sherman, P. Laufenberg, D. Lee
Specialties: Sales and leasing of income-producing real estate, including multifamily, retail, office, industrial and land sales

5 LEVROSE COMMERCIAL REAL ESTATE/TCN WORLDWIDE
4414 N. Civic Center Plaza, #100, Scottsdale, AZ 85251
480-947-0600 · levrose.com
last year --
Year Est: 1992 Brokers: 17
Principal(s): Jon Rosenberg, Robert Levine
Specialties: Full-service commercial firm handling leasing, sales and management of office, retail, medical and industrial buildings

6 NEWMARK GRUBB KNIGHT FRANK
2398 E. Camelback Rd., #950, Phoenix, AZ 85C16
602-952-3800 · grubb-ellis.com
last year --
Year Est: 1958 Brokers: 20
Principal(s): Pete K. Bolton, EVP, managing director
Specialties: Transaction services, management services, real estate consulting, investment management

7 SRS REAL ESTATE PARTNERS
3131 E. Camelback Rd., #110, Phoenix, AZ 85016
602-682-6000 · srsre.com
last year 4
Year Est: 1986 Brokers: 13
Principal(s): Ed Beeh
Specialties: Retail tenant representation, retail landlord representation and project leasing; retail investment, disposition services

8 CATALYST COMMERCIAL GROUP
5450 E. High St., #250, Phoenix, AZ 85054
480-371-3800 · catalystcg.net
last year --
Year Est: 2007 Brokers: 7
Principal(s): Mike Leonard, Chris Ray
Specialties: Retail and restaurant tenant/buyer representation

9 STRATEGIC RETAIL GROUP
15169 N. Scottsdale Rd., #330, Scottsdale, AZ 85254
602-778-3838 · srgaz.com
last year --
Year Est: 2006 Brokers: 11
Principal(s): Matt Milinovich, Jason Fessinger
Specialties: Commercial real estate brokerage specializing in retail shopping center leasing, tenant rep and investment sales

10 GDC/RE
2929 E. Camelback Rd., #133, Phoenix, AZ 85C16
602-368-3555 · gdcre.com
last year --
Year Est: 2009 Brokers: 8
Principal(s): Tim Gunnink and Joe Doucett
Specialties: Outsourced real-estate services, portfolio analyses, market strategies, investment sales, tenant/landlord representation

— Certificate of Insurance —

ACORD® CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/15/2014
PRODUCER STATE FARM FIRE AND CASUALTY COMPANY BLOOMINGTON, ILLINOIS		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED LEVROSE INVESTMENTS LLC & LR PARTNERS LLC & MODE REAL ESTATE MANAGEMENT SERVICE LLC 4414 N CIVIC CENTER PLZ STE 100 SCOTTSDALE, AZ 85251		INSURERS AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company 25143 25143 INSURER B: State Farm Mutual Auto Insurance Company 25178 INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	ADDD/BSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS PROP GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	93-B9-9796-0	04/19/2013	04/19/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000												
	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	4716015f2203 w010670a1003	12/22/13	12/22/14	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
	X	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	93-GL-0927-9 F	04/19/14	04/19/15	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ \$												
	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	93-EV-8290-7	04/09/2014	04/09/2015	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> <td>1,000,000</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	1,000,000	EL EACH ACCIDENT		\$ 1,000,000	EL DISEASE - EA EMPLOYEE		\$ 1,000,000	EL DISEASE - POLICY LIMIT		\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER	1,000,000																
EL EACH ACCIDENT		\$ 1,000,000																
EL DISEASE - EA EMPLOYEE		\$ 1,000,000																
EL DISEASE - POLICY LIMIT		\$ 1,000,000																
	X	OTHER B-BUSN PROP 64900																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF GLENDALE
 PROPERTY MANAGER REAL ESTATE SERVICE
 5850 W GLEN DR STE 315
 GLENDALE, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 SCOTT KNUDTEN

ACORD 25 (2001/08)
 132849 03-13-2007

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